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The Solicitors' Journal

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Current Topics.

The Status of Judges.

WITH the laudable object of safeguarding the independence of the judiciary in all its ranks from invasion by the executive, a Bill has been introduced in the House of Lords by Lord RANKEILLOUR, which if it reaches the statute book is hoped by its sponsors to attain the end aimed at. But will it? Section 1 provides that "no reference in any statute hereafter enacted to the rights, duties, salaries or emoluments of any persons which arise from the service of His Majesty or from the holding of any commission or office shall, unless expressly stated, be deemed to apply in the case of the holders or past holders of judicial office whose salaries are charged on the Consolidated Fund." This, as is fondly imagined, will prevent Parliament at any time, except by precise enactment, interfering with the status or salaries of the judges. All having at heart the administration of justice by the best obtainable judges cannot but admire this valiant attempt to place the judiciary beyond the reach of hurt, even unintended, at the instance of the executive, but to suppose that one Parliament can fetter the hands of its successors is a vain imagination. Again and again one Parliament has undone something which had been done by a preceding Parliament, for one of the cardinal features of our constitution is the supremacy of Parliament, and no device has hitherto been invented to defeat this, however much some would fain seek to impose limitations on its actions. Some years ago Parliament in the Acquisition of Land (Assessment of Compensation) Act, 1919, apparently attempted the impossible. By one of its sections it enacted that "the provisions of the Act or Order by which the land is authorised to be acquired, or of any Act incorporated therewith, shall, in relation to the matters dealt with in this Act, have effect subject to this Act, and so far as inconsistent with this Act these provisions shall cease to have or shall not have effect." A few years later the Housing Act, 1925, was passed with provisions different in certain respects from those prescribed in the Act of 1919. In *Vauxhall Estates* v. *Liverpool Corporation* [1932] 1 K.B. 733, it was contended that although Parliament could not absolutely tie its hands so as to preclude its repealing a former statute, it might nevertheless provide that any alteration in a future Act should not be effected by implication. This contention was negatived by the Divisional Court, and this decision was approved quite recently in the Court of Appeal, so that it is established beyond controversy, so far at all events as any court short of the House of Lords is concerned, that Parliament cannot bind itself not to alter what it has previously enacted even if in the earlier statute there is a provision which is declared to be immovable.

Water Undertakers' Responsibilities.

LAST week, by a majority, the Court of Appeal (78 SOL. J. 103) dismissed an appeal by the Manchester Corporation from a decision of Mr. Justice MACNAGHTEN, holding them liable in damages for an accident which had occurred owing to a motor car skidding on a sheet of ice formed in one of the roads under which one of the corporation's mains was laid, and which had burst, the escaping water lying on the surface of the road and freezing. The ground on which the corporation were held liable was not that the pipe had been improperly laid or anything of that kind, but that the corporation had been guilty of negligence in not having more promptly discovered that a leak had occurred. It appeared that the corporation's waterman perambulates the streets under which pipes are laid every nine days to ascertain if there are any bursts; further, the corporation had apparently an understanding with the servants of the local authorities outside its own boundaries through which lines of pipes were laid to notify the corporation when any leak was discovered. The leak in question, according to the findings of the trial judge, was not discovered for two and a half days, and this he held amounted to negligence. It appeared that the practice of the corporation in respect of inspecting for leakages was the same as that adopted by several other water supplying bodies and, in the opinion of Lord Justice SCRUTTON, who dissented from his colleagues, the corporation had taken all reasonable steps to guard against damage occurring from burst pipes. As however Lord Justice SLESSER and Mr. Justice TALBOT took a different view, the corporation were held liable, owing to the insufficient means they had relied upon for the prompt notification to their officials of the fact of bursts occurring. If the decision stands it will involve a more frequent perambulation of the streets by their own men, or the making of definite arrangements with other authorities to collaborate in the work of detecting such leaks. Till the occasion of the accident in question, the system had worked satisfactorily; by the majority of the Court it has now been found insufficient and further precautions must therefore be taken.

Juries and Waste of Time.

THE annual statement of the Bar Council, referring to the recommendation in the Interim Report of the Business of Courts Committee that the question whether a jury is to be summoned to try the issues involved in a civil case should be left to the discretion of a judge, stated that the Council on consideration of the matter had passed the following resolution: "The Council views with apprehension the proposed abrogation of the right of trial by jury in civil actions as being against the public interest and is of opinion that no curtailment of such rights should be effected except by Act of Parliament." Another aspect of the "public interest," however, finds expression almost periodically in indignant outbursts against what is invariably described as "waste of time" occupied in serving on juries. Attention was recently drawn in the popular press to the occasional protests against what he considered a waste of time by a member of the jury who heard the case against Sir HERBERT AUSTIN and the Austin Motor Co. And a year or so ago there was something almost in the nature of a newspaper campaign criticising the

present system and making numerous suggestions for lightening the burden of those busy commercial people who can ill afford to sit for days listening to the often petty disputes of their fellows. Admittedly, although there is much to be said for such criticisms, it is a little difficult to see exactly how the position can be eased except by really drastic measures. The employment of juries serves in the main two useful functions; in the first place, the jury are the judges of the issues of fact, and a right to their decision has long been recognised as a corner stone of English justice. Secondly, the presence of a jury has a sort of moral influence, assuring the public that the works of the law are not done in the dark, but that, on the contrary, the public themselves assist in their equitable dispensation. One wonders whether much of the "waste of time" criticism might be appeased by a statutory reduction of the customary twelve. After all, there seems no reason why a jury of four, for example, should not be quite capable of determining the issues of fact, and with such a number the deliberations in the jury room would certainly be less complicated and the chances of disagreement proportionately diminished. To those who stubbornly resist the total abolition of juries in civil actions—and there are many who do recommend it—a reduction in the number of the jury should meet their objection and go far towards relieving the public of what all busy people consider a somewhat irksome, if necessary, duty.

The Wisbech Case.

THE magistrates sitting in the Court of Quarter Sessions for the Isle of Ely, at Wisbech recently, took the only course that was open to them in allowing the appeal of five boys, whose ages ranged from seven to ten years, from an order of the magistrates sitting as a juvenile court in Petty Sessions, that the boys should go to an industrial school until they reached the age of sixteen. The charges were in respect of a number of thefts, and the chairman of the bench stated that the boys formed "a dangerous gang living in bad parts of the town." The decision in Petty Sessions was reached in spite of a request from the education committee that the bench should deal less drastically with the boys. It appears that the cases were dealt with on 31st October, the day before the Children and Young Persons Act, 1933, came into force, and under that Act four of the boys could not have been sent to an industrial school. The court order was made, however, on 17th November, after hearing the education committee in accordance with the Act, and was signed by a magistrate who was not on the panel of justices allowed to deal with juvenile offenders. It was argued on behalf of the police on the appeal that there was a provisional order made on 31st October for the detention of the children in accordance with the statute in force on that date, and that the mere passing of the 1933 Act did not vitiate such an order, but by reason of the transitory provisions of the 1933 Act rendered the order unenforceable unless and so far as it would have been made under the corresponding provisions of the 1933 Act, and leave was asked to amend the orders. Both the orders and the convictions, however, were quashed and costs granted to the appellants. One of the objects of the Children and Young Persons Act, 1933, is to prevent children and young persons from being taken out of their home environment wherever it is possible to provide proper home supervision of offenders. It is also provided that juvenile courts should consist of justices "specially qualified for dealing with juvenile cases" (s. 45 and 2nd Sched.) and both the letter and spirit of this provision was infringed by the Petty Sessional Court at Wisbech. The high-handed method in which this "dangerous gang" of children of ten years of age and under was dealt with by the Wisbech magistrates rightly met with public condemnation, and it is satisfactory to see the seal set on that condemnation by the quashing of the order and convictions in Quarter Sessions.

A Trade Mark Case.

UNDER s. 39 of the Trade Marks Act, 1905, "the registration of a person as proprietor of a trade mark shall, if valid, give to such person the exclusive right to the use of such trade mark upon or in connection with the goods in respect of which it is registered." In *Irving's Yeast-Vite, Ltd.* v. *Horsenail* (78 SOL. J., 102), the appellants alleged that the respondent had infringed their registered trade mark "Yeast-Vite" by using the phrase on bottles in which he sold tablets not of the appellants' manufacture, "Yeast Tablets, a substitute for Yeast-Vite." It was stated that the appellants had spent over half a million pounds in advertising their product "Yeast-Vite," which had acquired for the appellants a very valuable reputation and goodwill. The trade mark was registered in 1925 in Part A under No. 461,971 in Class 3. Both Mr. Justice BENNETT and the Court of Appeal had held themselves bound by *Edward Young & Co., Ltd.* v. *Grierson Oldham & Co., Ltd.*, 41 R.P.C. 548. Lord TOMLIN, in his judgment, said that the use of the word "Yeast-Vite" on the respondent's preparation was to indicate the appellants' preparation and to distinguish the respondent's preparation from it. It was not the use of the word as a trade mark, that was, to indicate the origin of the goods in the respondent "by virtue of manufacture, selection, certification, dealing with or offering for sale": s. 3, Trade Marks Act, 1905. The phrase "the exclusive right to the use of such trade mark" in s. 39, carried, in his lordship's view, the implication of the use of the mark for the purpose of indicating, in relation to the goods on or in connection with which the use took place, the origin of such goods in the user of the mark by virtue of the matters indicated in the definition in s. 39 of the 1905 Act. There was therefore no infringement, and the appeal was dismissed with costs.

Trade Restrictions.

WE recently commented under the heading "A trade restriction avoided," on a decision of FARWELL, J., in the case of *Lambourne's Ltd.* v. *Cascelloid Ltd.* The case was a long and complicated one, and the decision of the learned judge has recently (22nd January) been unanimously reversed by the Court of Appeal upon grounds of fact which did not appear in the original note. FARWELL, J., held that where A and B had carried on business in partnership, which was later on dissolved, and B the retiring partner entered into a covenant not to compete in any way with A over a very wide area for a period of ten years, the covenant was gone, having been discharged under a proviso to that effect by B purchasing part of the business through an intermediary, a company which was a business competitor of A and his company, and professed the intention of amalgamating the business with their own. It was true that the contract, not being in a special class of contracts, such as insurance, could not be impeached on the ground of non-disclosure of a material fact, namely, that the purchasers had agreed to sell it to B, and that A would never have sold it, had he known that fact. But the Court of Appeal held on the facts and particularly the correspondence between the plaintiffs and the defendant company's manager, that the contract was definitely induced by the representation that the defendant company would carry on the section of the business acquired along with their own similar one, with the object of eliminating unnecessary competition, and a possible price-war, and that the representation was entirely untrue, for the defendant company's managing director, who was a friend of B, had at the date of the assignment of the business to the company, already agreed to resell it to B. There was evidence that A would not have sold any portion of the business to anybody other than the defendant company, except possibly at a much higher price. FARWELL, J., thought that any misrepresentation that had been made was not material in inducing the contract.

Liability for Chancel Repairs.

THERE is a popular idea that since the passing of the Ecclesiastical Dilapidations Measure of 1923 the responsibility for the maintenance and repair of the chancels of parish churches has entirely passed from the incumbents who were formerly liable and has alighted upon the shoulders of parochial church councils. This is not wholly correct; and recent pronouncements by Diocesan Chancellors on the subject of the sale of burial spaces in churchyards has added another little complexity to the subject, since it would appear that it has been customary for certain incumbents to make a special charge for graves in what they term "chancel" ground. Whether the fees derived from this source have been allocated to the cost of chancel repairs or not does not appear; but this is only one of a number of matters pertinent to the chancel repair question, which, in the interests of all concerned, needs to be made clear and intelligible.

That these complexities were appreciated by the Church Assembly at the time the Ecclesiastical Dilapidations Measure was framed is obvious. That can be seen at once by reading s. 52 of the Measure itself. Its first sub-section runs thus—

> "(1) As from the passing of this Measure there shall be no obligation on any incumbent to repair or insure the chancel of the church of the parish of which he is incumbent, if he be an incumbent who by reason only of his incumbency is rector of such parish or otherwise solely liable for such repair or insurance, and such chancel shall in all respects be repairable and insurable in the same manner as the remainder of such church."

Now it is notorious that the church repairs are sometimes done out of current funds in the hands of the churchwardens or of the parochial church council; at other times—when, for instance, complete restoration and redecoration are undertaken—a special fund may be raised. As the above sub-section stands, it would appear that in future the incumbent is freed from any responsibility and may simply shift his burden on to the shoulders of his parochial church council (or of the churchwardens if there be no council). In some parishes there are trust funds for the repair or benefit otherwise of the parish church. The legal position in regard to such funds, under the 1923 statute, is not free from doubt. In the *North Wingfield Charity Case* (1860), 3 L.T. 237, an ancient trust existed for the benefit of the church of the parish. A question arose as to whether the funds of this trust were available for the repair of the chancel. The chancel had always been repaired by the rector. The court held that the trust funds could not be used for repairing the chancel. Query—can they be so used assuming the fund remains in existence to-day?

Again, where any particular charge is customary in regard to burials such as is referred to above, or where there has been in the past any available source of income (from a trust or otherwise) which has passed into the hands of the incumbent for chancel repairs, it would seem to follow from the sub-section that such moneys may now be claimed by the parochial church council by way of contribution to the insurance and repair of the church.

But it will be observed that sub-s. (1) does not say that the *parochial church council*, as such, is responsible for the repair of the chancel. It says that the chancel "shall in all respects be repairable and insurable in the same manner as the remainder of such church." "At common law the parishioners of every parish are bound to repair their parish church; but by the canon law the parson is obliged to do it; and in London the parishioners by particular custom repair both church and chancel—though the freehold is in the parson": *Ball* v. *Cross* (1688), 90 English Reports 975. From which it may be deduced that in former times, by means of a church rate, the parishioners were obliged to find what was necessary to repair chancels. Now they are not so obliged—and, as it would seem, the incumbent having been relieved of all liability (except in so far as it relates to the disposal of any funds or fees he acquires for the benefit of the chancel), there is nobody other than the lay impropriator (if such there be) who can be required to find the money for chancel repairs. In fact, with the discharge of the incumbent from liability, the repair of chancels has become one of voluntary effort on the part of churchwardens and parochial church council in the absence of a lay impropriator.

As to the lay rector or impropriator, he retains his old liability; but the Dilapidations Measure of 1923 provides him with an opening for compounding his liability. By the same section (52) sub-s. (2), any person liable for the repair of the chancel of a church—

> ". . . may, after consultation with the Parochial Church Council (if any) of the parish concerned and with the approval of the Dilapidations Board compound such liability by payment to the Diocesan Authority of such a sum as having regard to the condition of the chancel the Diocesan Authority may estimate as reasonably sufficient to provide for the cost of future repairs for which such person would otherwise have been liable, and also to provide a capital sum the income of which will be sufficient to insure the chancel for a sum adequate to reinstate the same in the event of its being destroyed by fire."

In case of a compounding upon these lines and payment by the lay rector of the sum so determined and the costs of determination, the diocesan authority must give a receipt discharging the compounder and his estate from all future liability "and the chancel shall thenceforward be repairable in the same manner as the remainder of the church."

The money obtained by the compounding of his liability by a lay rector is to be invested and held on behalf of the parochial church council of the parish concerned by the diocesan authority and is to be applied by that authority "after consultation with the parochial church council—

> "(i) in keeping the chancel, in respect to which the liabilities have been compounded, insured against loss or damage by fire, in such an amount as the diocesan authority shall decide to be sufficient; or
>
> "(ii) in the payment of any charges lawfully incurred in the maintenance and repair of the church, of which the chancel aforesaid forms part, or of the churchyard belonging to such church; or
>
> "(iii) in accumulating any residue of the said income not applied as aforesaid in any year so as to form a fund for the extraordinary repair, improvement or enlargement of the church or churchyard aforesaid."

To sum up the position arrived at by the Dilapidations Measure it amounts practically to this: that where there is no lay impropriator upon whose shoulders rests the liability for repairing a chancel, the incumbent being now relieved of his ancient responsibility, there is nobody legally liable, and the repair will have to be met by voluntary subscription.

Public Houses and Clearance Schemes

[CONTRIBUTED.]

IN two recent issues of THE SOLICITORS' JOURNAL, namely, the issues of the 25th November and the 16th December, 1933 (77 SOL. J. 824 and 875), there have appeared articles under the heading of "Public Houses and Clearance Schemes"; in both these articles attention has been drawn to the supposed injustices which arise under the operation of the Housing Act, 1930, and it has been pointed out that properties may be demolished not through any fault of their own but through the fault of their neighbours. It might be as well for us to pause and consider to what extent such a statement is true.

Under Pt. II of the Housing Act, 1925, the local authorities had power to make improvement or reconstruction schemes;

actually an improvement or reconstruction scheme might include any neighbouring lands if the local authority were of opinion that such inclusion was necessary for making their scheme efficient, and it was provided that the scheme should distinguish the lands proposed to be taken compulsorily (s. 38).

Under s. 46 (3) of the Act of 1925, it is provided that in the case of the land and premises which have been included in an improvement or a reconstruction scheme only for the purpose of making the scheme efficient and not on account of the sanitary condition of the premises thereon, or of those premises being dangerous or prejudicial to health, the compensation to be paid should be assessed in accordance with the rules contained in Pt. I of the First Schedule to the Act; these rules, in effect, allowed the owner of such premises to receive full compensation for his property in accordance with the provisions of the Acquisition of Land (Assessment of Compensation) Act, 1919, except that an allowance had to be made for the cost of any defective sanitation or lack of repair or for any increased value accruing to other premises of the same owner owing to the alteration or demolition by the local authority of any buildings, and also the amount by which any rent was enhanced owing to the use of the premises for illegal purposes or owing to the overcrowding, had to be disallowed. By sub-s. (1) of the same section where land included in an improvement or reconstruction scheme, other than land included in such a scheme for the purpose of making the scheme efficient and not on account of the sanitary condition of the premises or of those premises being dangerous or prejudicial to health, is acquired compulsorily, the compensation is to be the value of the land as a site cleared of buildings and available for development.

So much for the Act of 1925; now let us see how the Act of 1930 has affected the provisions and to what extent the latter Act is unfair in its operation.

The most outstanding distinction between the procedure under the two Acts is that lands may no longer be included in a clearance order—this being the order which local authorities usually make under the Act of 1930—merely for making the scheme efficient; this distinction does not appear to have been appreciated by some of those who have cried out at the supposed injustice of the Act of 1930. The only lands which can be included in a clearance area are (1) lands on which the dwelling-houses are either (*a*) by reason of dis-repair or sanitary defects unfit for human habitation, or (*b*) by reason of their bad arrangement or the narrowness of the streets, dangerous or injurious to the health of the inhabitants of the area in which those lands are comprised or (2) lands on which the buildings if such buildings are not dwelling-houses are for the reasons stated under (*b*) above dangerous or injurious to the health of the inhabitants of such area.

Attention has been drawn to the case of *Re Williams* (reported in the *Estates Gazette* of the 22nd of April last). That was an appeal in person by the owner of some property against a clearance order made by the Exeter City Council; from the report it appears that Mr. Williams stated *arguendo* that the premises were fit for human habitation and he relied on the evidence of the Medical Officer of Health in which the latter had agreed that "the five front rooms were quite fit for human habitation," and also on the fact that two of these front rooms each constituted a separate dwelling-house. In his judgment Mr. Justice Swift is reported to have said that the mere fact that a house was in itself fit for human habitation was not sufficient to protect it from inclusion in a clearance order if it happened to be in a slum area which the local authority rightly desired to clear; it will be seen, if reference is made to s. 1 of the Act of 1930, that this is quite clear as the house may come within the alternative description, namely, "dangerous or injurious to health."

Although after a cursory glance s. 12 of the Act of 1930 might appear to have created some injustice, a more detailed examination will show that it has not in fact; it is true that the effect of this section is that the compensation payable on the compulsory acquisition of any land and premises comprised in a clearance area is to be on the cleared site basis referred to above; this has apparently led some to draw the conclusion that one might obtain no more than cleared site value for land and premises which had been included in a clearance area merely to make the scheme efficient, whereas, as mentioned above, such inclusion is no longer possible.

However, it would not be fair to leave this subject without pointing out that, although under the Act of 1930 lands may no longer be included in a clearance order merely for making the scheme efficient, nevertheless the same result may be obtained under ss. 3 and 10 of the Act of 1930 by a local authority taking power to acquire compulsorily any lands adjoining a clearance area, the acquisition of which is reasonably necessary for the satisfactory development or user of the cleared area; of course, if the local authority take this course they cannot acquire such lands merely for the site value, but must pay compensation in accordance with the Rules contained in Part II of the Third Schedule to the Act of 1930; these Rules are virtually the same as those set out in Part I of the First Schedule to the Act of 1925, the effect of which has already been mentioned above.

It is not customary—in fact it very rarely happens—that a local authority attempts to include any premises in respect of which intoxicating liquor licences are in force in a clearance area; to obtain confirmation of an order which includes such premises it would be necessary to show that the premises are either unfit for human habitation or dangerous or injurious to the health of the inhabitants; it is probable that the Licensing Justices would not renew a licence which related to premises which come within this description; the Second Schedule to the Licensing Consolidation Act, 1910, authorises the Licensing Justices to refuse to renew any old on-licence other than an old beerhouse licence on the ground that the licensed premises are structurally deficient or structurally unsuitable.

To sum up, the result is that the only complaint which brewery companies can justly make is that usually their houses are excluded from clearance areas, and yet are not purchased by the local authority, and thus their customers are removed from the vicinity of their houses, and no compensation is paid for the loss in the value of licences which relate to those houses.

Costs.

SECURITY FOR COSTS.

In High Court actions the question not infrequently arises: Can security be obtained for costs? It will be of interest therefore to trace the circumstances in which security may be demanded, and the method of procedure, and the manner in which the security is to be given.

So far as High Court actions are concerned, the authority regulating the demand for and provision of security for costs is r. 6 of Ord. 65. This rule provides that "in any cause or matter in which security for costs is required, the security shall be of such amount, and be given at such times, and in such manner and form, as the court or judge shall direct." The discretion of the judge or court is absolute, and the application is normally made by way of summons in chambers. There is, of course, a right to appeal against an order as to security, but the chances of getting it varied are very remote. The application may be made either before or after the summons for direction and, in fact, at any time during the course of the proceedings (see *Brocklebank* v. *Lynn* (1878), 3 C.P.D. 365), and this security may be applied either to costs which have already been incurred or to costs to be incurred. Where the application is made before the summons for directions then it will be by way of ordinary summons, and

where made after the summons for directions, it will be by way of notice under that summons. As a matter of practice, it is customary for the applicant to demand security from the opposite party by letter before applying to the court and failure to do so may result in the applicant being ordered to bear the costs of the application to the court. The summons or application will have to be supported by affidavit except where it is made on the ground that the opposite party is resident out of the jurisdiction and the facts appear from the pleadings.

It will, of course, be appreciated that the application for security comes normally from the defendant on the ground that the circumstances of the plaintiff are such as to make the recovery of costs from him hazardous, in the event of his losing his action. There are circumstances, however, when the defendant in an action will be ordered to give security, the most common being when he raises a counterclaim which is, in fact, equivalent to a cross-action. If the counterclaim relates solely to the subject-matter of the action and is thus more or less in the nature of a defence to that action, then the court is not bound to order the defendant to give security, even if he is resident out of the jurisdiction: see *Mapleson* v. *Masini* (1876), 5 Q.B.D. 144. This applies, at any rate, so far as King's Bench actions are concerned, but the position and the procedure is perhaps somewhat different in the Admiralty Division, where the foreign plaintiff may obtain security for his claim and costs by arresting the defendant's vessel. In this case, if he has not himself given security, and his vessel is out of the jurisdiction so that the defendant is precluded from obtaining security by way of arrest, then in cases *in personam*, the court may order the action to be stayed pending adequate security being provided by the plaintiff: see "*The James Westoll*" [1905] P. 47. Again, the defendant in an interpleader issue may be required to furnish security, but subject to these exceptions the general rule is that the defendant in an action cannot be compelled to give security. Normally, it is the person who seeks his remedy by way of litigation who is compelled to furnish security, not the person against whom the litigation is directed.

The principal ground for demanding security for costs is that the person against whom the demand is directed is resident out of the jurisdiction, and r. 6A provides that "a plaintiff ordinarily resident out of the jurisdiction may be ordered to give security for costs, though he may be temporarily resident within the jurisdiction." The rule is not directed against a person who, although a foreigner, ordinarily resides within the jurisdiction: see *Michiels* v. *Empire Palace Co.* (1892), 66 L.T. 132. Nor does it affect persons who, although resident permanently abroad, have sufficient property in this country: see *Redfern* v. *R.* (1890), 63 L.T. 780. By the term "property" is meant such property as may be readily attached in case of necessity, and not being property such as the person may readily transfer out of the jurisdiction. It was held in an unreported case, namely, *Buitenlandsche* v. *Marconi* (15th January, 1908) that although the foreign plaintiff may have property within the jurisdiction, yet if it is not of a more or less permanent character, then he will have to provide security. The position where a person out of the jurisdiction is ordered to give security and subsequently comes to reside within the jurisdiction is dealt with in *Westenberg* v. *Mortimore* (1875), L.R. 10 C.P. 438, where the principle was laid down that the facts must be considered at the time the order is made, and that security having been ordered and given when the person was resident out of the jurisdiction it must remain, and he cannot have such security cancelled or reduced, merely because he subsequently comes to reside within the jurisdiction.

Persons resident in Scotland and Northern Ireland are not resident out of the jurisdiction and will not be required to furnish security. Persons resident in the Irish Free State, however, may now be required to do so: see *Banfield* v. *Chester* [1925] W.N. 167.

Whilst residence out of the jurisdiction is the principal ground on which a plaintiff or quasi-plaintiff may be ordered to furnish security, it is by no means the only ground. Thus, if the person has no fixed or permanent residence or frequently changes his residence, he may be ordered to provide security, but see *Knight* v. *Ponsonby* [1925] 1 K.B. 545, where it was held that lack of a permanent residence merely on account of poverty was no ground for being required to provide security. Poverty in itself is not a ground for demanding security from the opposite party. The principle is that a person is not to be denied justice merely on the ground that he is poor; nor is he to be hampered on this account, in prosecuting his action. An undischarged bankrupt suing on his own behalf cannot be required to give security: see *Cook* v. *Whellock* (1890), 24 Q.B.D. 658. Where, however, a nominal plaintiff who is without substance sues on behalf of another—a course which might be adopted in order to escape liability for the payment of costs—then he may be required to furnish security: see *Cowlell* v. *Taylor* (1885), 31 C.D. 34.

The case of a limited liability company is an exception to the above rule, and proof of insolvency is sufficient ground for demanding that security for costs be furnished, and, normally, an order is made without demur.

The amount of security ordered is within the discretion of the court or judge. In the Commercial Court the usual order is for £75; in the Admiralty Court for a sum between £250 and £300. The security is furnished either by a bond in favour of the opposite party, or more usually by a payment into Court.

In our next article on this subject we will examine other provisions dealing with the question of security for costs, both as regards High Court and other proceedings.

Company Law and Practice.

The Relation between the Company and its Auditors.

Those whose allotted task it is to advise upon matters of company law are frequently confronted with problems concerning the exact position of an auditor in relation to the company for whom he acts. Numerous questions are always arising, too, as to the precise extent of the duty which the law requires an auditor to fulfil as a result of his appointment. The subject is, of course, exceptionally comprehensive, and is, moreover, one with which the majority of us are more than familiar, but, however that may be, I propose this week to refer briefly to the views which the courts have from time to time taken of the auditor's status and position.

The appointment of auditors is a statutory necessity, and we might remember, in passing, that sub-s. (2) of s. 132 of the Act says that if the annual general meeting fails to appoint the auditors, the Board of Trade on the application of any member of the company may make the appointment. Section 133 is very important. What that section provides is that neither a director nor an officer of the company can be appointed auditor, nor, except in the case of private companies, can any person who is a partner of, or in the employment of an officer of the company, be so appointed. A body corporate cannot be auditor (an exception was made in the case of bodies corporate acting under an appointment made prior to the 3rd August, 1928), but a body corporate does not include a firm. The prohibition against an officer of the company acting as an auditor is to a slight extent misleading, because, at any rate for the purposes of s. 276 of the Act, auditors have themselves been held to be "officers" of the company. In the case of *Re Western Counties Steam Co.* [1897] 1 Ch., Lindley, L.J., at 627, said that an auditor may or may not be an officer of the company, and that, *prima facie*, such persons are not officers. But he held, nevertheless, that auditors formally appointed to such office

by the articles of association were at any rate for the purposes of the misfeasance section of the Companies (Winding-up) Act, 1890, officers of the company; but that an individual person doing auditor's work upon a given occasion, but never having been expressly appointed to the office of auditor, was not an "officer" so as to make him liable under the section. Similar views have been expressed in later authorities, and it is fairly clear that from the point of view of misfeasance proceedings the auditors are definitely "officers" of the company if they are formally appointed in the articles.

So far as their appointment is concerned, auditors are, of course, usually appointed pursuant to a direct provision in the articles, which should provide for both their appointment and their remuneration to be fixed by the company in general meeting. This again is a statutory necessity, except that the directors may fix the remuneration of an auditor appointed before the first annual general meeting, or of an auditor appointed to fill a casual vacancy. It sometimes happens that articles provide for extra duties to be fulfilled by the auditors, that is to say, duties which are beyond the scope of those imposed by the statute. In this case an auditor is taken to be acquainted with the provisions of the articles and must conform to them. In *Kingston Cotton Mills Co. (No. 2)* [1896] 2 Ch. 284, Lindley, L.J., at p. 284, says that "auditors are, however, in my opinion, bound to see what exceptional duties, if any, are cast upon them by the articles of the company whose accounts they are called upon to audit. Ignorance of the articles and of the exceptional duties imposed by them would not afford any legal justification for not observing them." Auditors are expected *a fortiori* to know and observe the statutory regulations as well as the particular regulations imposed by the articles.

The principles which the courts apply in considering whether an auditor has fulfilled his duty to the shareholders have been well and truly laid down by the authorities. His position was summed up somewhat pithily by Lopes, L.J., when he said that "an auditor is a watch-dog, not a blood-hound." He must keep a watchful eye open, but it is not part of his duty to be suspicious. The *locus classicus* on the subject is the judgment of Lindley, L.J., in the well-known authority of *London & General Bank (No. 2)* [1895] 2 Ch. App. 682, 683. It should be well read and digested by every auditor of every company, as it has been approved and followed in all the cases since. He starts off by saying that it is impossible to read the section of the Companies Act (he referred to the section corresponding to s. 132 in the Act of 1879) without being struck by the fact that the auditors of the company were to be appointed by the company in general meeting, the obvious object being to secure for the shareholders independent and reliable information respecting the true financial position of the company at the time of the audit. Then he says this: "It is no part of an auditor's duty to give advice, either to the directors or the shareholders, as to what they ought to do. An auditor has nothing to do with the prudence or the imprudence of making loans either with or without security. It is nothing to him whether the business of the company is being conducted prudently or imprudently, profitably or unprofitably. It is nothing to him whether dividends are properly or improperly declared, provided he discharges his own duty to the shareholders. His business is to ascertain and state the true financial position of the company at the time of the audit, and his duty is confined to that." So far so good, but how is that duty to be discharged? The learned judge goes on to say that an auditor does not discharge that duty by merely examining the books of the company without inquiry. He must take reasonable care to see that the books really do themselves show the company's real position. If he simply accepted them at their face value his audit would be worse than an idle farce, as he would be an easy prey to dishonest directors. "An auditor, however, is not bound to do more than exercise reasonable care and skill in making inquiries and investigations. He is not an insurer; he does not guarantee that the books do correctly show the true position of the company." Although, he might have added, if he does not take reasonable steps to ascertain whether they do or not, he will be held liable. What those reasonable steps are must depend upon the circumstances of the particular case. Where there is nothing to excite suspicion very little inquiry will be sufficient. Where suspicion is aroused more care is obviously necessary.

And Lopes, L.J., in *Kingston Cotton Mills (No. 2)*, *supra* (a year later), took the same view, although in fact he had adopted Lindley, L.J.'s, judgment in the *London & General Bank Case*, at any rate so far as the legal position of auditors was concerned. At p. 290 he says: "The duties of auditors must not be rendered too onerous. Their work is responsible and laborious, and the remuneration moderate (!) I should be sorry to see the liability of auditors extended any further than in *London & General Bank*, *supra*. . . . Auditors must not be made liable for not tracking out ingenious and carefully laid schemes of fraud where there is nothing to arouse their suspicion, and when those frauds are perpetrated by tried servants of the company and are undetected for years by the directors. So to hold would make the position of an auditor intolerable." Lopes, L.J., was obviously moderate in the view he took of the extent of an auditor's duty, as he says that he only assented to the decision in *London & General Bank* because in that case there was an inconsistency in the statement made to the directors with the balance sheet certified by the auditors and presented to the shareholders. This fact satisfied the judge that the auditors deliberately concealed that from the shareholders which they had communicated to the directors, and that it would be difficult in those circumstances to say that there was not a breach of duty.

The *dicta* in these two cases may now be taken to be the law upon the obligations of an auditor. They were approved and the decisions followed in the recent case of the *City Equitable Fire Co.* [1925] Ch. 407, where, it will be remembered, the position of the company's auditors was discussed at great length. Romer, J., held that an auditor was not even justified in omitting to make a personal inspection of securities that are in the custody of a person or company with whom it is not proper that they should be left, whenever such personal inspection is practicable. Whenever an auditor discovers that a company's securities are not in proper custody, it is his duty to require that the matter be put right at once, or, if his requirements are not satisfied, to report the matter to the shareholders, and this whether he can make a personal inspection or not. The Court of Appeal, in affirming Romer, J.'s, decision, laid down the following propositions: That the measure of the auditor's responsibility depends upon the terms of his engagement. There may be a special contract defining the duties and liabilities of the auditors. If there is, then that contract governs the question. The articles will, however, be looked at if there is no special agreement because the auditors will presumably have taken their duties upon the terms (among others) set out in the articles. That is not to say that the auditors can set aside a statutory obligation. So far as the last proposition is concerned, s. 152 of the Act now makes void any article which purports to exempt (*inter alia*) an auditor of the company from any liability which would by rule of law otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the company.

REVENUE DEPARTMENTS APPROPRIATION ACCOUNTS.

The Comptroller and Auditor-General, in his report on the Revenue Departments Appropriation Accounts for 1932 (Stationery Office, No. 11, price 9d.), says that the amount to be surrendered is £774,084 17s. 10d. The estimated expenditure was £74,648,039, and the actual £73,873,954 2s. 2d.

A Conveyancer's Diary.

Protected Life Interest—Equitable Assignment—Contract for Payment after Receipt.

A RECENT case of some interest involving, amongst other things, a point upon which I have written before, is *Re Gillott's Settlement; Chattock* v. *Reid* [1934] 1 Ch. 97.

A marriage settlement provided that the wife, if she survived her husband, might appoint all or a part of the income of the settled property to be paid to any subsequent husband who might survive her, upon the like terms and terminate in the like events, and subject to the same restrictions as were applicable to the trusts which conferred a life interest on the first husband. The income was payable to the first husband "until he shall die or marry again, or be outlawed or become a bankrupt or assign, charge or incumber the said annual produce or some part thereof, or do or suffer something whereby the same or some part thereof would through his act or default, or by operation or process of law or otherwise, if belonging to him, become vested in or payable to some other person or persons." A second settlement comprised property which was made subject to similar trusts. A third settlement (*inter alia*) gave power to the wife to appoint the income of the property subject thereto to a subsequent husband with or without restriction.

The husband having died the wife married a second time. An agreement was made between the wife, her second husband and a lender, for a loan which was to be applied by the wife and second husband in paying certain debts; the wife covenanted to appoint life interests in the funds subject to the three settlements to the second husband and not to revoke the appointment. The agreement proceeded to provide that, so long as any money was owing under the agreement, the wife and her husband should within three days after receiving any income from the settled funds pay half of it into a certain account at a bank in the name of a person who was to apply it in payment of the debts and repaying the loan, and what remained was to be paid to the wife and husband or the survivor of them. There was a later agreement which varied the disposition of the money paid into the bank by extending the objects for which the money should be applied.

The question was, whether the second husband had forfeited his life interest.

That involved the consideration of several interesting problems.

The first point was that there had been no assignment by the husband, that is, no equitable assignment, for there was no legal assignment. The husband had at the time no actual interest but only an expectancy of receiving one, and so it was contended there could be no equitable assignment.

In deciding that there was a valid and binding equitable assignment, Maugham, J., relied upon the judgment in *Re Lind* [1915] 2 Ch. 345, where the earlier authorities were considered.

The facts in that case were, that in 1905 L, who as one of the children of a lady who was of unsound mind, not expected to recover, and had made no disposition by will, had an expectancy of receiving a share of her estate as one of her next-of-kin. In that year L assigned all his share and interest in the estate of his mother as one of her next-of-kin or otherwise to the N Society by way of mortgage. In 1908 he created a second mortgage and later in the same year was adjudicated a bankrupt. In 1910 L obtained his discharge. Neither of the mortgagees proved in the bankruptcy. In 1911 L assigned his expectant share to the I Syndicate. In 1914 L's mother died.

It was held by the Court of Appeal, affirming the decision of Warrington, J., that notwithstanding L's bankruptcy, the assignments of 1905 and 1908 remained in force and operated so as to transfer his share on the death of his mother, and did not merely impose on him a personal liability which could be affected by his bankruptcy.

The contention for the last assignee was that the rights of the two mortgagees rested only in contract and amounted only to contracts to assure in the future by way of security for the mortgage debts; that by reason of the bankruptcy L had been released from the mortgage debts and that, consequently, the mortgagees could not claim.

Swinfen Eady, L.J., after an exhaustive review of the authorities, said: "It is clear from these authorities that an assignment for value of future property actually binds the property directly it is acquired—automatically on the happening of the event and without any further act on the part of the assignor—and does not merely rest in, and amount to, a right in contract, giving rise to an action. The assignor, having received the consideration, becomes in equity, on the happening of the event, trustee for the assignee of the property devolving upon or acquired by him and which he had previously sold and been paid for."

Turning again to *Re Gillott*, Maugham, J., said that the agreements effected more than a mere contract to pay the income when received, but that upon the receipt of any income after the death of the wife, the husband became a trustee of one half part of it for the persons entitled under the agreements.

Two other interesting points were taken.

It was said that, assuming there was an equitable assignment, it was not of the expectant life interest of the husband, but of a sum of money which had become his absolute property. This contention rested on the fact that the husband only contracted to pay the income three days after receipt, and during those three days the sum received became his own and no longer represented income from the settled funds. The learned judge however held, following *Re Lind*, that the husband was a trustee of any income received from the moment that he received it.

Then it was said that there could, in that case, be no assignment because it was quite plain that there was no intention to assign, and the question as to whether there was or was not an assignment in equity, is one of the intention of the parties. In *Tailby* v. *Official Receiver* (1888), A.C. 523, Lord Macnaghten said, with reference to equitable assignments: "The mode or form of assignment is absolutely immaterial provided the intention of the parties is clear."

Of course, the intention of the parties in the instant case was to avoid an assignment and very ingeniously was that done. The provision, for example, for a three days' interval between the receipt of any sum on account of income and the payment of it under the agreement was evidently designed for that purpose.

His lordship, however, took the view that, even if the agreements were not intended to have any other than a contractual effect, a forfeiture would still have been caused.

The learned judge apparently considered that *Re Spearman* (1900), 82 L.T. 302, was conclusive on that point. There it was held that a covenant in a separation deed operated as a forfeiture. In that case, however, the covenant by the husband was to allow the wife to receive the income to which the husband was entitled for a protected life interest in certain settled funds. Perhaps, therefore, it may be distinguished from *Re Gillott*.

I dealt somewhat fully with the question of what will cause a forfeiture of a protected life interest in my articles on the subject of "Protective Trusts" (77 SOL. J. 94, 110, 132, 151, 170, 192 and 209), to which I may refer any reader who is sufficiently interested.

Mr. Ernest Montagu Rendall, solicitor, of Kensington, and of John-street, W.C., left £7,405, with net personalty £7,342.

Mr. Richard Henry Spencer, solicitor, of Tredegar, left £6,355, with net personalty £5,904.

Landlord and Tenant Notebook.

Preventing Unauthorised Assignment.

Modern statutory enactments show that Parliament wholeheartedly approves the attitude of the courts in frowning upon restrictions on freedom of alienation. L.P.A., 1925, s. 146 (9), omitted forfeiture for breach of covenant not to assign or underlet from the list of cases in which no relief could be given; L.T.A., 1927, s. 19 (1) (*a*), imported into every covenant against alienation without consent a proviso limiting the right of veto to cases in which the candidate does not answer to the description of "respectable and responsible." It has been pointed out that the strict interpretation placed upon these covenants by the courts was causally connected with the refusal of Equity to relieve against forfeiture for their breach; and it has been suggested that a more liberal construction might now be adopted. Whatever the merits of the suggestion, I do not think response likely; the disadvantages of disturbing such a rule as the rule that a covenant against underletting which does not specify "the whole or any part," is not broken by subletting part (*Church* v. *Brown* (1808), 15 Ves. 258) exceed the advantages.

But in one respect landlords are probably in a better position than they at one time appeared to be. If a covenantee gets wind of an intended assignment or underlease in breach of covenant, he is less likely to be refused a *quia timet* injunction than, say, fifty years ago. There is ground for saying that *Dyke* v. *Taylor* (1860), 3 De G., F. & J. 467, is no longer law. The defendants in that case were assignees in bankruptcy of the tenant of a farm which adjoined the plaintiff's residence, Lillingstone Castle, in Kent. The lease, which contained a covenant against alienation without written consent, also provided for re-entry on the breach of any covenant. The defendants, after some negotiations had fallen through, advertised the lease for sale by auction. The plaintiff, who said he was anxious to have a neighbour of his own choosing, obtained an injunction at first instance, which was dissolved on appeal, the court basing its decision on the grounds that no irreparable injury would result from the breach and that he could eject any undesirable assignee by forfeiture.

It may perhaps be said that the plaintiff's attitude was not such as would commend itself to a court of law; if the covenant had been qualified by reference to the respectability and responsibility of intended alienees, it is doubtful whether his desire to have congenial neighbours would fall within the limits of reasonable refusal laid down by Warrington, L.J., in *Houlder Bros.* v. *Gibbs* [1925] Ch. 575, C.A. On the other hand, a right of forfeiture, even if absolute, might be cold comfort in a case in which, say, a solvent tenant, himself an assignee, desired to end his liability under a lease of property no longer likely to realise the rental at which the grant was made. Be that as it may, and leaving statutory modifications out of consideration, it now seems safe to say that an injunction will no longer be refused merely because no probability of irreparable injury can be established; a plaintiff with a legal right and sufficient evidence of intended infringement need not trouble about satisfying the court that his loss would be substantial.

While more modern cases have generally turned on the question of unreasonable refusal, and have been fought on the proviso to rather than on the body of the covenant, it seems fair to say that less importance is now to be attached to the question of irreparable injury. In *Governors of Bridewell Hospital* v. *Fawkner* (1892), 8 T.L.R. 637, the plaintiffs succeeded in obtaining an injunction to restrain their tenants of important city property from proceeding with an assignment to General Booth, for the use of the Salvation Army. In the judgment it was assumed that the effect on other property belonging to the plaintiffs might not be what they dreaded (I believe, and the use of quotation marks whenever "General" Booth's name was mentioned, suggests, that the standing of his organisation was more in question in those days); but they had been advised by competent authorities that depreciation would result, and in those circumstances were justified in refusing consent. In *Mostyn* (*Lord*) v. *Manger* (1901), 17 T.L.R. 281, C.A., an injunction was granted against tenants of a quarry and parties who had bought marl "to be gotten by the purchasers," to restrain a breach of a covenant against parting with possession. In this case it may be said that there was some suggestion of irreparable injury, as the breach occurred some three years before the end of a twenty-one-year term.

But, though it was a case in which some injury would have resulted (the intended assignees being admittedly insolvent), the judgment of Lord Macnaghten in *McEacharn* v. *Colton* [1902] A.C. 104, does, I think, finally dispose of *Dyke* v. *Taylor*. On the point in question, his lordship says: "Then it was said that this was not a case for an injunction. Again, why not? The appellant threatens to commit a clear breach of a plain contract expressed in negative form." The possibility of having that awkward "Why not?" put to him should deter a tenant from resisting an injunction on this ground.

Our County Court Letter.

THE LIABILITIES OF CLUB COMMITTEES.

In *Phillipson* v. *Ormonde Club* (*Hull*) *Limited*, recently heard at Hull County Court, the claim was for £5 as damages for wrongful expulsion, and also for an injunction to restrain the directors or committee from expelling the plaintiff. The evidence was that (1) by virtue of his membership, the plaintiff had used the club telephone for placing bets with bookmakers on behalf of members (including two directors) and had occasionally received *ex gratia* payments—both from backers and bookmakers; (2) complaints had been made of his placing bets without paying an extra 10s. a week for the use of the club premises (including the tape machine) as was done by six other members, who were regular bookmakers; (3) the plaintiff therefore paid the extra 10s. for about ten weeks, and was then told that the charge had been increased to 12s. 6d.; (4) the plaintiff demurred to paying this, but (on appearing before the committee) he agreed to do so; (5) nevertheless he was subsequently asked to resign, and—on refusing to do so—he was notified that he had been expelled in accordance with the rules. The defence was that (*a*) the expulsion was regular, in good faith and with reasonable cause; (*b*) the plaintiff's conduct had been likely to endanger the club's welfare. His Honour Judge Beazley held that (1) the plaintiff had not waived his right to show cause against his expulsion, which was therefore not in accordance with the rules; (2) consequently the questions as to the committee's good faith, and the plaintiff's conduct, did not arise. Judgment was therefore given for £2 damages, together with an injunction, with costs to the plaintiff.

THE MARKETING OF MILK.

The validity of oral agreements was recently considered at Lichfield County Court in *Elson* v. *Bonell* and *Archer* v. *Bonell*, in which the respective claims were for £26 1s. 9d. and £12 5s. 5d. for milk supplied. Both claims were admitted (and the above amounts paid into court) but the defendant counter-claimed against each plaintiff (viz., for £85 and £75 respectively) in respect of breaches of contract to supply milk for one year. The defendant's case was that (1) his previous written contracts had expired on the 30th September, 1932, on which date both plaintiffs had agreed to renew the contract (for another year) at the price of 1s. a gallon to the end of March, and 10d. thereafter; (2) the defendant accordingly arranged to submit the usual written contract (for their

signature) and, on the 1st October, the morning milk was collected as usual, on his behalf; (3) at midday, however, he received a telephone message that both plaintiffs had arranged to sell their milk elsewhere. The defence to the counter-claim was that (*a*) the defendant had only offered an average price (for the whole year) of 10½d., whereas the plaintiffs wanted 11d.; (*b*) there was no agreement (on the 30th September) with regard to the price of 1s., and the plaintiffs therefore arranged to sell to the United Dairies; (*c*) the day's milk was only supplied (on the 1st October) in order not to inconvenience the defendant. His Honour Judge Ruegg, K.C., accepted the defendant's evidence, and observed that (1) if no fresh contract had in fact been made, there was no necessity for the plaintiffs to notify the defendant that they had made other arrangements; (2) apparently they were under the impression that, in the absence of writing, they were not bound by their agreement of the 30th September. Judgment was therefore given for the defendant on both the counter-claims, the costs to be set-off against those on the claims.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

"Third Party Insurance again."

Sir,—In your issue for the 13th January you write under this heading that amending legislation should speedily be forthcoming to remedy what you describe as a serious injustice.

I should be much interested to see what suggestion your commentator has to make on this subject.

Bearing in mind that all insurance must be commercially profitable and that no Act of Parliament will make a gentleman out of a road-hog, if cases such as those you mention are to be met by legislation avoiding precautions taken by underwriters for their own protection, it would seem that the taxpayer will ultimately be left to foot the bill incurred by Parliament attempting to stop the natural operation of economic laws.

M. C. BATTEN.

Laurence Pountney Hill, E.C.4.
16th January.

[There is of course not the slightest reason why the taxpayer should be called upon to "foot the bill." But if Parliament sees fit to protect the public by amending the law, the cost of any diminution in the protection afforded to underwriters might well have to be paid for by policy-holders. —ED., *Sol. J.*]

The Annual Practice.

Sir,—As one of the original two authors of the "Annual Practice," who has lived to see its Jubilee, I was interested in, and amused at, the story relating to this work in the article on "Law Libraries" in your issue of 27th January.

I have before me the second edition (1883–4), the first edition having been called "The Annual Chancery Practice" (1882), and I am reminded of a discussion with my colleague Thomas Snow as to the proper abbreviation of the title of your Journal, which I contended should be "Sol. J.," but apparently his contention prevailed, as it is given in the list of abbreviations in the said second edition as "So. Jo."—perhaps because this rhymed with his surname—I, Thomas Snow, prefer So. Jo.

It was also his suggestion that the book should have a white binding, and it is curious that a subsequent editor was named White.

Knutsford. HUBERT WINSTANLEY.
5th February.

Solicitors Act, 1932, Section 46.

Sir,—Referring to the letter of your correspondent, Mr. Charles L. Nordon, in your issue of the 20th inst., we would also like to bring to his notice the legal work which is being carried on in the offices of railway companies, councils and companies, and the fees being received by such bodies.

According to decisions, with which probably the majority of solicitors disagree, these bodies are allowed to do this which on the face of it would appear to be an illegal act. This state of affairs requires altering, seeing that these bodies do not take out practising certificates.

A. E. HAMLIN, BROWN & CO.

Soho Square, W.1.
24th January.

Highway and Rights of Adjoining Owners.

Sir,—Under the heading "Highway and Rights of Adjoining Owners," in "Current Topics," of the issue of the 13th instant, it is stated that only the surface of the road and so much of the subsoil as is necessary for the support of that surface vests in the highway authority, so that the latter cannot prevent electric wires from being carried over the road or a sewer beneath it. Is the latter portion of this paragraph strictly correct, having regard to s. 25 (1) of the Public Health Act, 1925, which provides that it shall not be lawful for any person to fix or place any overhead rail, beam, pipe, cable, wire or other similar apparatus over, along, or across any street without the consent of the local authority which, in urban areas, is also generally the highway authority?

Tredegar, Mon. DAUNCEY & CO.
19th January.

Sir,—I am obliged to your correspondents for calling attention to the Public Health Act, 1925, s. 25 (1), an enactment which renders one consequence of the decision in *Finchley Electric Light Co.* v. *Finchley Urban District Council* [1903] 1 Ch. 437, no longer correct law. In that case the undertakers had placed lines outside their area of supply without any statutory powers, and the Court of Appeal held that as the wires were too high to be an obstruction to the use of the street, the local authority could not prevent the company from so placing them. And, by s. 21 of the Electricity (Supply) Act, 1919, where the consent of the Minister of Transport is obtained to the placing of any electric line above ground, the consent of the local authority shall not be required, notwithstanding anything to the contrary in the Electric Lighting Acts, or in any order or special Act. Section 25 of the Public Health Act, 1925, is a substitution for Pt. II of the Public Health Acts Amendment Act, 1890, under which an urban authority could make bye-laws for the prevention of danger or obstruction from posts or wires placed along or across any street, and it simplifies and widens the statute law in this respect. By sub-s. (3) it is not to extend to wires belonging to any statutory undertakers. And it has not abolished the ordinary common law rule as to the vesting of highways. The local authority under the Public Health Acts is the urban or rural district council, and the action before Farwell, J., was brought by the Hertfordshire County Council, and only concerned the title to the land below and between the arches supporting the road.

Lincoln's Inn, W.C.2. YOUR CONTRIBUTOR.
23rd January.

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED.

The directors of the Legal & General Assurance Society Limited have appointed Mr. Ernest V. Jupp, F.C.I.I., manager of a new sub-branch of the society which will shortly be opened at Hull.

Mr. Jupp was formerly at head office and has for some years been an inspector of agents attached to the Liverpool Branch. The appointment dates from the 1st February.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Security on Sale of Business.

Q. 2912. Clients of mine, who have for many years carried on an ironmongery business at premises belonging to them, are desirous of disposing of the business. The purchaser is only a young man who has no available capital, and is purchasing the business for the sum of £350, which figure is merely the valuation of the stock-in-trade at the present time, no money being paid for goodwill. The purchaser is not able to deposit any money and it has been arranged that he should pay back to my clients the £350 at the rate of £2 per week, plus £1 weekly as rental of my clients' premises. My clients are anxious to have every protection and suggested that an agreement be prepared, provided that on default of payment of any weekly instalment, they should be entitled to re-enter the premises and take over the business again. This suggestion did not commend itself to the inquirer, and it is evident that a bill of sale would not meet the situation, seeing that the purchaser would not be the true owner of the stock-in-trade. My clients could not allow the purchaser to act as manager for them until the purchase money was paid owing to the fact that they would be responsible for any debts. A hire-purchase agreement would only place the purchaser in the position of bailee and would not in any way safeguard my clients. I shall be glad if you can suggest any way of fully protecting my clients in the event of default in payment being made.

A. The difficulty evidently is that the purchaser (financially) is a man of straw, although this description may be inapt—if he is a conscientious worker. It is improbable that the purchaser could find a surety—either for a bond or as indorser of bills of exchange for the balance of the purchase money. The form of contract for sale of a house by instalments—with power of re-entry on default—is inappropriate, as the purchaser may dissipate the stock, or may incur heavy liabilities. There is, therefore, no security (corresponding to the fabric of a house) upon which to exercise the right of re-entry. The purchaser can evidently not pay the premiums upon a policy of fidelity guarantee, and the problem therefore appears to be insoluble. The proposed vendors would be well advised to sell to a more substantial purchaser.

Weekly Tenants and the Landlord and Tenant Act, 1927.

Q. 2913. A case has been brought to my notice of a company who have been weekly tenants of business premises for a period of about twenty-two years, during which time a good business has been built up at such premises by the company. They have now received notice to quit and have approached the landlord to inquire whether he will allow them to continue as tenants, either on a weekly tenancy as previously, or on a longer lease. He refuses, however, to agree to any continuation of tenancy as he wishes to pull down the premises and rebuild. Does the above Act, in your opinion, apply to weekly tenancies with regard to compensation which may be claimed by tenants thereunder? In the explanation as to the Act the word "lease" is stated to include (*inter alia*) "any other tenancy."

A. As the company have been tenants for twenty-two years, there will be no difficulty in regard to their predecessors in title, under s. 4 (1) of the above Act. Weekly tenants are within the definition of tenants to whom the Act applies, and the landlord's refusal of any continuation of tenancy is not necessarily final. The company should serve a notice requiring a new tenancy, under s. 5 (1), and should then apply to the tribunal for an interim order—authorising the tenant to continue in possession, under s. 5 (13). There are many difficulties in the way of weekly tenants, however, as discussed in the "Law Journal," 1st October, 1932, at p. 192, and prior references there stated. See also the book on the above Act (by S. P. J. Merlin), published by The Solicitors' Law Stationery Society, Ltd., 22, Chancery-lane, London, W.C.2, at the price of 2s. 6d.

Injury from Circular Saw.

Q. 2914. (1) Does a circular saw used only for estate work in a private estate yard, and driven by power, come within the scope of the Factory and Workshops Acts, and thereby require fencing?

(2) Can you direct our attention to any cases dealing with a workman injured by a circular saw and guilty of contributory negligence where the doctrine of *volenti non fit injuria* has been pleaded?

A. (1) As the saw was used only for estate work, in a private estate yard, there was nothing done "by way of trade or for purposes of gain" within the Factory and Workshop Act, 1901, s. 149, and the premises were not a non-textile factory within sub-s. (1) (*c*).

(2) There is no reported case in which the precise points mentioned were raised, but reference should be made to *Nash* v. *Hollinshead* [1901] 1 Q.B. 700.

Liquidator and Accounts of Receiver.

Q. 2915. On 20th June, 1932, X Ltd. passed a resolution for voluntary liquidation, being at that time the owner of freehold property subject to a mortgage to Y. On the same day Y, under the powers contained in his mortgage (incorporating powers contained in the Law of Property Act, 1925), appointed Z receiver of the rents and profits of the property. Can the liquidator of X Ltd. compel Y or Z to supply copies from time to time of the receiver's quarterly accounts showing how the property is being managed? Is s. 310 of the Companies Act, 1929, relevant, or does that section merely apply to a receiver of the entire property and undertaking of a limited company? Apparently the receiver cannot be the agent of X Ltd., having regard to the fact that the same has gone into voluntary liquidation.

A. As the company went into liquidation on the same day as the appointment of Z, the latter never became the agent of the company: see *Gosling* v. *Gaskell* [1897] A.C. 575. The liquidator cannot therefore call upon Z to supply copies of his quarterly accounts as receiver, as the liquidation does not terminate the power of Z as receiver for Y: see *Gough's Garages Ltd.* v. *Pugsley* [1930] 1 K.B. 615. Nevertheless the receiver (Z) can be required by the liquidator (under the Companies Act, 1929, s. 311 (1) (*b*)) to render proper accounts, but these need only be made out half-yearly—under s. 310—and not quarterly. Y or Z cannot therefore be compelled to supply copies of the receiver's quarterly accounts to the liquidator of X Ltd. There is no reason for limiting the scope of s. 310 to the case of a receiver of the entire property, as suggested.

Illegal Distress—Counter-claim for Dilapidation.

Q. 2916. A landlord has distrained for more than twelve months rent owing by an agricultural tenant, and when threatened with proceedings under the Agricultural Holdings

Act the landlord has intimated that in the event of such proceedings being taken he proposes to set off (or counter-claim) for dilapidations. The distress was made in December, 1932. The tenant vacated the farm in March, 1933, having stayed on at the landlord's request until a new tenant could be found. We shall be glad to know :—

(1) If the landlord can set off or counter-claim for dilapidations against a claim for illegal distress.

(2) Is there any restriction of time or manner upon a landlord making a claim for dilapidations against an agricultural tenant ?

(3) Is there any limitation of time on a tenant making a claim for illegal distress under the Agricultural Holdings Act ?

A. (1) Under s. 54 of the Agricultural Holdings Act, 1923, we think it would be competent for a landlord to set up a counter-claim for dilapidations by way of set-off or counter-claim (see *Lowther* v. *Clifford* [1927] 1 K.B. 130).

(2) See s. 10. It would appear that notice in writing is necessary before termination of the tenancy if the claim is under the section ; but if there is a right under the contract of tenancy to claim for dilapidations then nothing in the section is to defeat that claim.

(3) We think not, but obviously it should not be long delayed. (See s. 36, which lays down the procedure.)

Tithe Apportionment—Liability to Pay Increased Amount.

Q. 2917. A recently bought a farm and was then informed by the tithe collectors that the tithe was £4 per annum. It appears however that an adjoining landowner had been paying tithe in error on a portion of this farm and on readjustment A is now being asked to pay £7 per annum tithe. A's predecessors in title have never acknowledged liability for more than £4 per annum. Is the claim on A enforceable ?

A. If by " readjustment " we are to understand apportionment or readjustment of a previous apportionment by Queen Anne's Bounty we think the payment must be made. By s. 10 (1) of the Tithe Act, 1925, Queen Anne's Bounty have, as regards tithe rent-charge, vested in them for purposes of collection, apportionment, and otherwise, the same powers as they would have had were they absolute beneficial owners. We would suggest that you get into touch with them and ascertain precisely what has been done if you are without that information.

Landlord and Tenant Act, 1927—Service of Notice Claiming Compensation.

Q. 2918. The landlord of a Class A house, in pursuance of s. 1 (4) of the Rent Restrictions (Amendment) Act, 1933, serves upon the tenant a notice to quit. The notice is dated the 26th September, and is sent by registered post on that day, and it is presumably delivered to the tenant on the morning of the 27th September, 1933. The premises consist partly of a shop, and in pursuance of s. 4 (1) of the L.T.A., 1927, the tenant's solicitors serve upon the landlord's solicitors a notice claiming compensation for goodwill. Such notice is dated the 27th October, and is sent by ordinary pre-paid post, and is delivered to the landlord's solicitors on the morning of the 28th October. Is the latter notice properly served under s. 4 (1) of the L.T.A., 1927 ?

A. The notice claiming compensation for goodwill appears to have been served out of time. A tenant who desires to claim compensation for goodwill must make the claim in writing within one month after the service of the notice prescribed by s. 1 (4) of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933 (see L.T.A., 1927, s. 4 (1) (i), s. 5 (1) ; County Court (Landlord and Tenant) Rules, 1928, r. 2). By " month " is meant calendar month (Interpretation Act, 1889, s. 3). Assuming that the notice to quit was delivered on the 27th September, the notice claiming compensation should have been served not later than the 27th October. There is no power to extend the time where the Act expressly imposes a time limit (see *Donegal Tweed Company, Ltd.* v. *Stephenson and Others* (1929), 98 L.J., K.B. 657). The fact that the letter claiming compensation was sent by ordinary post and not by registered post would not in itself invalidate the notice, as the methods of service mentioned in the L.T.A., 1927, s. 23 (1), are permissive. It might be argued that, unless the solicitors were specially authorised to receive the notice, they would not be agents of the landlord " duly authorised in that behalf," within s. 23 (1), though as the notice to quit was sent by them, service of the notice claiming compensation on the solicitors would probably be held to be good service. As, however, the notice appears to have been served out of time, this question is of no importance.

A House Erected since 2nd April, 1919, does not Require Registration under the Act of 1933, s. 2 (2).

Q. 2919. Is a house erected since the 2nd April, 1919, and whose rateable value is under £13 per annum, affected by the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933. Will it be necessary to register under s. 2 (2) to preserve the house from the operation of this and the previous Rent Acts of 1920 to 1925 ?

A. A house erected since the 2nd April, 1919, is entirely outside the Rent Restrictions Acts (Act of 1920, s. 12 (9)), and, therefore, the provisions as to registration contained in s. 2 (2) of the Act of 1933 do not apply.

Will—Pecuniary Legacies—Vesting Assents—Payment of Costs of Preparation.

Q. 2920. We are acting for personal representatives under a will (1933) which bequeathed numerous pecuniary legacies and made several specific devises of freeholds. Vesting assents of the latter are in preparation. Will you kindly favour us with your opinion on the following points :—

(1) Who should pay for the preparation of the legacy receipts and of paying the duty, i.e., the legatee or the executors ?

(2) Who should pay for the preparation of and paying the duty on the succession accounts—whether the successors or executors ?

(3) Whether the personal representatives or the successor pay the costs of preparing and completing the vesting assents of the freeholds.

A. (1) Costs of preparation of legacy duty receipts and paying duty are always allowed against the residuary estate, because the executors are bound to pay the duty, even when the amount is deducted from the legacy, and not as in duty free legacies paid out of the residuary estate.

(2) The costs of accounting for succession duty on realty were formerly payable by the successor, who was the person accountable for the duty, and if there was a settlement and duty was only paid on the life owner's interest, they were payable by the life owner : *Cowley* v. *Wellesley* (1866), L.R. 1 Eq. 655. Section 16 of L.P.A., 1925, makes personal representatives liable to pay the duty, and therefore primarily liable to pay the costs, but sub-s. (5) gives them the right to recover the duty " and any interest and costs attributable thereto " from the beneficiary. It is considered that " costs " in this phrase includes costs of passing the accounts. Of course, if the will directs the payment of all death duties out of the residue, this will include the costs of rendering the necessary accounts.

(3) It is considered that the costs of the executors divesting themselves of the legal estate in favour of devisees by a simple assent, or a vesting assent, are ordinarily treated as executorship expenses. In The Law Society's " Law, Practice and Usage " it is stated (on the authority of a communication from a member) that in an administration action prior to 1926 the taxing master refused to allow to the executors the costs of a *conveyance* to a devisee, though he allowed a fee as for a simple assent.

To-day and Yesterday.

LEGAL CALENDAR.

5 FEBRUARY.—Sir John Eardley Wilmot died on the 5th February, 1792. He had been Chief Justice of the Common Pleas and he might have been Lord Chancellor had he chosen.

6 FEBRUARY.—"Sunday, 6th February, Sir Henry Bedingfeild, Lord Chief Justice of the Common Pleas, haveing receaved the Sacrament in both kinds (was observed to deliver the challice, with some tremblinge into the hands of the minister that officiated) never spake more, but fell into a fit of apoplexie, and died quickly after, tho' a veine was opened, but he bled not." When death overtook him thus in 1687, in the Chapel of Lincoln's Inn, he had been on the Bench barely a year.

7 FEBRUARY.—Sir Thomas More was London's own Chancellor. He was born in Milk-street on the 7th February, 1478, with Bow bells right above him. He first went to school at St. Anthony's, in Threadneedle-street. For many years he lived at Crosby Hall in Bishopsgate, and at the last he met death jestingly on Tower Hill. London has not forgotten him. St. Lawrence Jewry has a window in his honour, and Carey-street, close by Lincoln's Inn, of which he and his father and his grandfather were members, has a statue to his memory.

8 FEBRUARY.—Sir Vicary Gibbs did not long survive his resignation from the office of Chief Justice of the Common Pleas. For upwards of a year his life was one long disease. He retired to his pretty villa at Hayes in Kent and "there loved to babble, not of green fields, but of suits of law, that law to which he had devoted his health and strength and which had his love strong in death." In the decline of his physical powers, his mind remained perfect. He died on the 8th February, 1820.

9 FEBRUARY.—The administration of Lincoln's Inn did not always run smoothly. Under the 9th February, 1519, we read that it was agreed that "Smyth the buttler for his monyfold mysdemeanours, that is to sey, in delyverying of ale owt of the buttry in barelles and di barelles, willfull wast makyng in the buttry, negligent kepyng of the buttry boke, excessyve espences of chese and candyll, pleyng at cardes in the buttry, and other his wilfull defaultes, shal be discharged of his office on Saturday next, at dynar wtout ferther delay."

10 FEBRUARY.—Sir Edward Montagu died on the 10th February, 1556, at his manor of Broughton, in Northamptonshire, whither he had retired when Queen Mary deprived him of the office of Chief Justice of the King's Bench for joining the conspiracy to exclude her from the succession. On his tomb in the church of St. Mary, Weekley, was placed a laudatory inscription containing the following lines:—

"Montacute pater, legum jurisque magister
O Edwarde vale! . . .
Moribus antiquis vixisti, pacis amator,
Virtutis rigidus custos, vitiique flagellum."

11 FEBRUARY.—John Patteson, the son of The Rev. Henry Patteson, of Drinkstone, in Suffolk, was born on the 11th February, 1790. At Eton, he was not only a good scholar, but one of the best swimmers, scullers and cricketers in the school. His career at Cambridge was distinguished. Having hesitated between the attractions of holy orders, medicine and the law, he decided finally to join the Middle Temple, where he was called to the Bar in 1821. In the remarkably short space of nine years' practice, he earned promotion to the Bench, and for twenty years worked as one of the strongest, most practical and most learned judges at Westminster.

THE WEEK'S PERSONALITY.

"Wilmot whom loud Ambition's voice in vain
"To glory call'd and to the ear of King's;
"Who spurn'd the pride of pomp and Fortune's train
"And sought the peace which Virtue only brings.
* * * * * *
"Th' oppress'd and innocent at his command
"Were heard no more their mis'ries to bewail;
"Nor could Astræa leave the guilty land
"While the just hand of Wilmot held the scale."

"Loud Ambition's voice" three times offered Lord Chief Justice Wilmot the Great Seal; first, when Lord Camden resigned it, again when Charles Yorke's death left the Chancellorship suddenly vacant, and once more during the period when the three Commissioners who watched over Chancery immediately after that melancholy event were bungling their duties so deplorably. It is surprising that, handicapped by such sincere modesty, his merit and erudition should have raised him so high as the Chief Justiceship of the Common Pleas. It is interesting to note that when he resigned "he was much surprised and disconcerted to find that it was expected he was to receive a pension for life." Only the personal persuasion of the King prevailed on him to accept it. On his death, he left directions that his epitaph should contain an account of his birth, death, the dates of his appointments and the names of his children, "without any other additions whatever."

THE SHORTEST SUMMING-UP.

A daily paper recently quoting the following version of a well-known summing-up, claimed for it the distinction of being the shortest on record: "Gentlemen of the jury, if you believe the evidence of the plaintiff in this action, you will no doubt find for the defendant; if on the other hand, you believe the evidence of the defendant, you will no doubt find for the plaintiff. But if, like myself, you believe the evidence of neither, God help you all! Gentlemen of the jury, you may consider your verdict." This is, of course, far from being the shortest summing-up. The famous Commissioner Kerr was far more laconic on one occasion when he had before him an old hand who concluded a long speech betraying a very suspicious intimacy with the procedure and phraseology of the Old Bailey by saying: "And now, gentlemen, I have no more to add." "Nor have I" was all Kerr's summing-up. In a "running down" case, he once summed up a long forensic duel in two words: "How much?" But Mr. Baron Bramwell holds the record. A barrister had concluded his case with a rather damaging admission, and the judge's only comment was a long low whistle of astonishment.

POLITICIANS AT THE BAR.

The Stavisky scandal has given rise to a petition by the French Bar that barristers should be disqualified from practice so long as they hold the positions of senators, members of parliament and municipal counsellors. There is a very strong suspicion that some parliamentarian lawyers exploit their double capacity in unscrupulous ways. One of the milder forms of this political haymaking is illustrated by a tale told of a certain communist member with a reputation as a gratuitous adviser of the widow, the orphan and the fatherless. One day a "comrade" waited on him to ask for some legal guidance. Quite overwhelmed by the richness of the furniture and the gilded decoration, he was kept waiting some time before the parliamentary proletarian gave him a consultation. "So, comrade," said the philanthropic lawyer at the end of the interview, "you're one of my constituents." "Oh, no, comrade, I just saw your name in the papers. I came and there I am, good day, comrade, and thank you." "Pardon, if you're not a constituent, that changes everything." "Changes what?" "It's twenty francs, comrade." "What's twenty francs?" "The conference." The "comrade" learned something of life as well as law.

Reviews.

Mistake in the Law of Contract. By ROLAND CHAMPNESS, M.A., LL.M., Solicitor of the Supreme Court. 1933. Demy 8vo. pp. xvi and (with Index) 112. London: Stevens & Sons Limited. 5s. net.

This little volume aims at filling a space which has thus far been left open in the way of textbooks on the law of contract by dealing with the intricacies of the subject of mistake, and starts out with a reference to an observation by Lord Atkin in the House of Lords appeal of *Bell* v. *Lever Brothers Ltd.* [1932] A.C., at p. 227, as to the desirability of establishing order in what has been a somewhat confused and difficult branch of the law. The volume deals with the subject in all its aspects, including mistake of law, mutual mistake, mistake as to fact, unilateral mistake, and mistake occurring in the expression of an agreement. The legal effect of mistake in contract and the remedies therefor and evidence admissible also form the subject of a well-written series of essays, the study of which must be helpful to the practising lawyer. There is an abundant series of quotations from case law supporting the writer's conclusions.

The College of Justice. By ROBERT KERR HANNAY, M.A., L.L.D. 19 Demy 8vo. pp. xv and (with Index) 176 Edinburgh and Glasgow: William Hodge & Co., Ltd. 7s. 6d. net.

It is rare to find so short a book so crammed with so much erudition. The reader seeking for light on the origins and early history of the Court of Session could not possibly be better served, though if he be a mere Englishman, he must overcome an initial difficulty of adjusting his mind to a completely unfamiliar terminology amounting at times almost to a foreign language. How many London lawyers would choose in a general knowledge paper to give a concise account of the "quot silver"? The comparatively late development of the College of Justice, erected by papal bull in 1535, suggests most interesting comparisons to the student of legal history. It is to be feared that the English reader may smile at the Caledonian thrift which presented such difficulties in the collection of the funds necessary for judicial salaries. The author has achieved a remarkable feat in producing an outline which has all the elements of a standard work.

Police Law. Third Edition. 1934. By CECIL C. H. MORIARTY, O.B.E., LL.D., Assistant Chief Constable, Birmingham. Crown 8vo. pp. xx and (with Index) 457. London: Butterworth & Co. (Publishers), Ltd. 5s. net.

This is an excellent up-to-date code intended for the use of police officers, but it may be read with interest and profit by members of the intelligent public at large. For it deals in simple and clear language with important aspects of citizenship, e.g., the chapters on the courts, children and traffic. The functions of the police in enforcing the law with a view to maintaining order are numerous and varied, touching the conduct of the individual at many points. Not too many points, however, as a sober perusal of this volume shows, though unnecessary complication and overlapping exist; yet these seem to be due to the transitory character of our social period. Indeed, allowing for the infallibility of man and for the inherent imperfection of human organisation, the fact that so very few frictions occur between the people and the police is proof of the reasonableness of the law no less than of the efficiency of the "silent service." However, the Second Edition (1931) was reprinted within five months; we wish this one a similar experience.

The Law Relating to Children and Young Persons. By the late Sir WILLIAM CLARKE HALL, one of the Magistrates of the Police Courts of the Metropolis, and President of Juvenile Courts, and A. C. L. MORRISON, of the Bow-street Police Court, London, Chief Clerk of the Metropolitan Juvenile Courts. 1934. Demy 8vo. pp. xxiii and (with Index) 281. London: Butterworth & Co. (Publishers), Ltd. 15s. net.

The *pièce de résistance* in this book is the Children and Young Persons Act, 1933. It and parts of one or two allied enactments unrepealed by it, are explained and commented upon, section by section, in the light of decided cases and with reference to similar legislation. When authority is not available reliable suggestions are offered, and considered submissions made. Appended are various rules and regulations issued in connection with the operation of the consolidating statute, the Home Office circular explaining its policy, and a list of offences against children or young persons. Curiously enough, apart from two references under the heading of Affiliation Orders, illegitimacy is not mentioned in the index. One novel provision, the great significance of which seems to have been overlooked, is enshrined in s. 86 (1) (*c*), of the C.Y.P.A., 1933. All that can be said about it here is *caveat amator!* It is also important to note, in passing, the new power conferred on courts of summary jurisdiction to vary any trust created for the maintenance of a child or young person brought before a juvenile court. But that power is of purely administrative character. Lawyers, probation officers and lay persons actively interested in child welfare organisations, will find invaluable assistance in this work which is practically complete within its scope.

Local Government Act, 1933. By The Hon. DOUGALL MESTON, of Lincoln's Inn, Barrister-at-Law. 1933. Royal 8vo. pp. x and (with Index) 319. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 17s. 6d. net.

This volume, which contains the text of the Local Government Act, 1933, annotated, with an introduction, incorporating enactments, and index, is likely to prove of real and substantial value to both branches of the legal profession as well as to officials of local authorities. The learned author in his introduction summarises the provisions of the new Act under appropriate headings, and in so doing provides a general review of those provisions which should prove very helpful toward the understanding of the purpose of this consolidating measure and of the changes—by no means few or unimportant—which this enactment will bring about. There is a table of cases which appears to be well chosen, and we note also the care with which the index appears to have been prepared—a very important feature in a book of this kind.

Notable British Trials. Trial of Benjamin Knowles. Edited by ALBERT LIECK. 1933. Demy 8vo. pp. 215. Edinburgh and London: William Hodge & Co., Ltd. 10s. 6d. net.

This series has of late been so extending its sphere that although the introduction of the present volume opens with a justification of the "notability" of the trial of Dr. Knowles, few will be inclined to doubt that the great principle involved in the case—the right to trial by jury—and the part played by the Judicial Committee of the Privy Council give this case a permanent value. In the circumstances, the full note of the evidence and of the proceedings in Ashanti, with the Commissioner of Police acting for the Crown, the prisoner undefended and the judge acting without a jury, assumes very particular interest. In these days, when simplified procedure is all the rage, the effect of simplification such as this may be profitably studied. The editor makes no secret of his confidence in the English jury system and his alarm at the inroads which are being made upon it. His contempt for the rules of evidence "which work in practice only because they are largely ignored" and for the professional lawyer "with scales carefully maladjusted and weights oddly falsified," springs clearly from the naturally exuberant impatience of the layman with all professional mysteries, but with the general trend of his argument many practitioners will find themselves in cordial agreement. This book thoroughly justifies its place in this series.

Six Trials. By Winifred Duke. 1934. Crown 8vo. pp. 287. London: Victor Gollancz, Ltd. 5s. net.

The trials dealt with in this work fall together into a class more readily than is usual in collections of this kind, since, except for the case of Dr. Cross, the Irish poisoner, on whom the author first focuses her attention, all the murders dealt with remain to a greater or less degree shrouded in mystery. Here then is a book to please the reader who wishes to exercise his mind in conjecture on the great unsolved problems of criminal justice. Three of the riddles thus reviewed are comparatively fresh in memory—the cases of William Wallace, Harold Greenwood and Mrs. Hearn—but the "Rising Sun" crime of 1907 and the Gorse Hall crime of 1909 are already sufficiently remote for their narration to possess the additional value of a re-discovery. In each of these cases the surrounding circumstances, the evidence of the witnesses and the course of the proceedings are so carefully summarised that only a perusal of the actual notes of the trial could add to the knowledge here available. Yet in spite of its excellently workmanlike finish in all essential respects, the style lacks, in a manner difficult to define, the insight, the artistry of dramatic presentation which might easily have raised this book well above the ordinary. Its quality, however, is such that one has no serious desire to complain.

Leading Cases in the International Private Law of Scotland. By Lachlan Mackinnon, D.S.O., M.A., LL.B., Advocate in Aberdeen. 1934. Demy 8vo. pp. xvi and 100. Edinburgh: W. Green & Son, Ltd. 7s. 6d. net.

References to Scottish decisions are to be found in English treatises on private international law. But the decisions themselves scattered in the Scottish Law Reports are not easily accessible to a busy practitioner, and Mr. Mackinnon's book will be most useful. The twenty-one cases epitomised in the book deal with many important problems and are explained by references to other Scottish and English cases and recognised treatises on the subject. We can recommend this admirable little book to all interested in problems of conflict of law.

Books Received.

Essays in Equity. By Harold Greville Hanbury, B.C.L., M.A., of the Inner Temple, Barrister-at-Law. 1934. Demy 8vo. pp. xvi and (with Index) 160. Oxford: The Clarendon Press. London: Humphrey Milford, Oxford University Press. 10s. 6d. net.

The Modern English Prison. By L. W. Fox, M.C., Assistant Commissioner and Inspector of Prisons. 1934. Demy 8vo. pp. xiv and (with Index) 263. London: George Routledge & Sons, Ltd. 10s. 6d. net.

Partnership Law and Practice. By John J. Wontner. 1934. Demy 8vo. pp. viii and (with Index) 82. London: Jordan & Sons, Ltd. 5s. net.

The Rent and Mortgage Interest Restrictions Acts, 1920 to 1933. By Allan M'Neil, M.A., S.S.C., and R. A. Simpson. Second Edition. 1934. Demy 8vo. pp. xxviii and (with Index) 428. Edinburgh and Glasgow: William Hodge and Co., Ltd. 15s. net.

The Law of Public Meeting and the Right of Police Search. Prepared by a Committee of the Haldane Club. 1934. London: Victor Gollancz, Ltd.; The New Fabian Research Bureau. 6d. net.

Report to the Minister of Health by the Departmental Committee on Qualifications, Recruitment, Training and Promotion of Local Government Officers. 1934. London: H. M. Stationery Office. 1s. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Notes of Cases.

House of Lords.

Irving's Yeast-Vite Limited *v.* Horsenail.

1st February, 1934.

Trade Mark—Infringement—Action Dismissed—Trade Marks Act, 1905, s. 39.

This was an appeal to the Court of Appeal and raised a point of some interest to owners of trade marks and the trading community generally. The appellants had for the last ten years carried on business as manufacturers and vendors of pharmaceutical preparations and had marketed a medicinal preparation of yeast in tablet form under the trade mark "Yeast-Vite." The trade mark was registered by the appellants on 3rd September, 1925, in Pt. A and Class 3. The evidence by the appellants was to the effect that the respondents' tablets were not in any true sense a substitute for the appellants', their composition being very different. Both Bennett, J., and the Court of Appeal held that they were bound by the decision in *Edward Young & Co. Ltd.* v. *Grierson Oldham & Co. Ltd.*, 41 R.P.C. 548, and the Court of Appeal held that there had been no infringement of the right conferred by s. 39 of the Trade Marks Act, 1905, which provided that "the registration of a person as proprietor of a trade mark shall, if valid, give to such person the exclusive right to the use of such trade mark upon or in connection with the goods in respect of which it is registered." The appellants now appealed.

Lord Tomlin, in giving judgment, said the question was as to the nature of the exclusive right conferred by s. 39 of the Trade Marks Act, 1905, and depended on the true construction of the section. The act which the appellants contended amounted in law to an infringement of their exclusive right as registered proprietors of the trade mark was the use by the respondent, on the bottles in which he sold his preparation, of the phrase "Yeast Tablets, a substitute for Yeast-Vite." That was clearly a use of the word "Yeast-Vite" on the respondents' preparation to indicate the appellants' preparation and to distinguish the respondent's preparation from it. It was not a use of the word as a trade mark. It was therefore essential for the appellants to establish that the construction put on s. 39 by the Court of Appeal was wrong. The appellants said that s. 39 conferred an exclusive right to the use on or in connection with the goods in respect of which it was registered, and that therefore where the trade mark was a word, that word could not be used by anyone else on or in connection with such goods, even though the use was in a phrase or sentence intended to indicate that the goods were not goods originating with the owner of the registered mark. The contention might be put in another way, namely, that to constitute an infringement of the exclusive right conferred by s. 39 it was not necessary that the word should be used by the alleged infringer as a trade mark, that was, for the purpose of indicating that the goods had "by virtue of manufacture, selection, certification, dealing with or offering for sale," their origin with him who employed the word. He (his lordship) had no doubt that the courts below had reached a right conclusion. If the construction of s. 39 which he invited the House to accept was adopted, it was plain that the use of the word "Yeast-Vite" complained of did not infringe the right conferred by that section, and that the appeal failed and should be dismissed with costs.

Lord Atkin and Lord Russell of Killowen concurred.

Counsel: *W. Trevor Watson*, K.C., and *Kenneth R. Swan*. The respondent did not appear, and was not represented.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Dr. Frederick Joseph Waldo, M.D., of Notting Hill, late Coroner for the City of London, left £22,642, with net personalty £17,187.

Court of Appeal.

Markland *v.* Manchester Corporation.

Scrutton and Slesser, L.JJ., and Talbot, J.

29th January, 1934.

ACCIDENT — SERVICE PIPE — BURST — FROST — STATUTORY WATER AUTHORITY—OBSERVATION—NEGLIGENCE.

Appeal from Macnaghten, J.

The husband of the plaintiff was knocked down by a motor car which skidded on ice formed in the roadway as the result of a leaking service pipe through which the defendants, as statutory water authority, supplied water to the district. Every nine days, an official of the corporation visited the stop-cocks and hydrants to observe by listening whether there were any bursts, and three days before the accident, he observed nothing at the stop-cock adjacent to the leak. He was the only official whose duty it was to deal with accumulations of water on the highway resulting from bursts. Macnaghten, J., gave judgment against the defendants.

SCRUTTON, L.J., delivered a dissenting judgment.

SLESSER, L.J., in dismissing the appeal, said that though the highway authority, the police authority, the tramway authority, and the public were bound to bring flooding to the defendants' notice in a reasonable time, there was no definite undertaking by anyone and no organised co-ordination or obligation with regard to reporting leakages. Such precarious sources of information did not exonerate the defendants from taking better steps than they did to acquaint themselves with the situation. The plaintiff was not obliged to show how the defendants could properly discharge their duties. They had failed to take reasonable precautions against a known danger.

TALBOT, J., concurred.

COUNSEL: *Stuart Bevan*, K.C., *Eastham*, K.C., and *Harold Rhodes*; *Gorman*, K.C., and *Rycroft*.

SOLICITORS: *Sharpe, Pritchard & Co.*, for the *Town Clerk*, Manchester; *Flint & Holmes*, Manchester.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Townend *v.* Askern Coal and Iron Co.

Farwell, J. 23rd January, 1934.

RAILWAY AND CANAL COMMISSION—OUSTER OF JURISDICTION—COAL WORKING—SUBSIDENCE—INJUNCTION.

This was a reserved judgment on a preliminary point of law in an action in which the trustees of the will of the late William Townend, deceased, claimed against the Askern Coal and Iron Co., Ltd., an injunction to restrain the defendants from getting minerals from mines under lands belonging to the plaintiffs so as to cause a subsidence and the damage complained of. The defendants admitted that they had removed coal from under the land, but they relied on an order made by the Railway and Canal Commission on 11th January, 1928, as giving them permission to work the coal, and they contended that the jurisdiction of the High Court to restrain the alleged trespass had been ousted by that order. The defendants worked the coal under the plaintiffs' land and paid the royalties. They admitted that certain damage had been suffered by the plaintiffs, but contended that it arose out of the order of the Commissioners. The plaintiffs denied that the jurisdiction of the High Court had been ousted, and said in the alternative that part of the trespass complained of had taken place before the proceedings before the Railway and Canal Commission had been initiated.

FARWELL, J., in giving judgment, said that in his opinion the contention that the Railway and Canal Commission had no power to oust the jurisdiction of the High Court was well founded. It was a fundamental principle of our law that a person who had suffered a legal wrong had a right to seek redress in the courts unless he was deprived of that right by Parliament, and there was nothing in any of the Acts relating to the Railway and Canal Commission which gave it such powers. That, however, did not conclude the matter for the effect of an order made by that Commission might be to make not actionable acts which, apart from such order, would have been tortious. Applying those considerations to the present case, the position was that in 1927, before the order was made, the plaintiffs had a good cause of action for trespass and the damages in that action might have included a sum for depreciation of the value of their property if they could have proved that the possibility of damage from future subsidence had been increased by the defendants' acts. But before they brought their action two events had occurred, namely, the order had been made and damage had been caused by subsidence. The effect of the order was not to deprive the plaintiffs of their right to maintain an action for trespass committed before the date of the order. It did, however, deprive them of any right to recover damages for the injury caused by subsidence. It had relieved the defendants from all obligation to prevent subsidence and therefore the plaintiffs had ceased before action brought to have any right to recover damages under that head. The result was no less than if the plaintiffs had agreed in consideration of a payment to give the defendants the right to let down the surface. So far, therefore, as the action was one for the trespass in 1927, it was maintainable, although the damages recoverable would not include damages for subsidence. So far as the plaintiffs claimed damages for subsidence caused by the removal of support from adjoining land it was well settled that there was no cause of action until the damage had actually occurred, and here it had not occurred until after the date of the order. It followed, therefore, that the plaintiffs had no cause of action in respect of that matter, and their claim would be dismissed. But their claim for trespass was maintainable, although the damages recoverable would not include any sum in respect of subsidence. His lordship added that if necessary he would continue the hearing to that day fortnight.

COUNSEL: *Gordon Bamber*; *H. V. Rabagliati*; *R. J. Daniell*.

SOLICITORS: *Kenneth Brown, Baker, Baker*, for *Harrowell and Brown*, York; *R. A. Woolf & Co.*

[Reported by S. E. WILLIAMS, Esq., Barristert-a-Law.]

In re Potts, W. T.: *Ex parte* Etablissements Callot; and De Schrijver *v.* Leonard Tubbs & Co., and the Official Receiver.

Farwell, J. 24th January, 1934.

CREDITORS' MEETINGS—CHAIRMAN—ADMISSION OF PROOFS FOR VOTING—OFFICIAL RECEIVER—BANKRUPTCY ACT, 1914, 1ST SCHED., R. 14.

This was an appeal by a creditor from a decision of the official receiver as chairman of a creditors' meeting admitting for the purpose of voting a proof of debt lodged by Messrs. Leonard Tubbs & Co., the debtors' solicitors, for professional services. The result of the admission of the proof was that the proposal for a composition submitted by the debtor at the meeting was carried by the necessary majority of creditors who had proved their claims. But a preliminary objection by the respondents, Messrs. Tubbs & Co., raised a question as to the construction of r. 14, which provided as follows: "The chairman of a meeting shall have power to admit or reject a proof for the purpose of voting, but his decision shall be subject to appeal to the court. If he is in doubt whether the proof of a creditor should be admitted he shall mark the proof as objected to and shall allow the creditor to vote subject to the vote being declared invalid in the event of the objection being sustained."

FARWELL, J., in giving judgment, said that a preliminary objection had been taken raising a question which might be of some little general importance. It was said on behalf of the

respondents that that really meant that at the first meeting of the creditors the question whether a particular proof was to be admitted for voting or not must be decided once and for all and that the chairmen of the subsequent meetings had no power to reject any proof which had already been admitted at an earlier meeting. He (his lordship) held that on the true construction of r. 14 the chairman of each meeting had the power to determine whether a proof should be admitted or rejected for the purpose of voting. It had been suggested that if the construction which the applicants had urged was adopted many difficulties and inconveniences might result. It was said that the chairman of each meeting would have to review the decisions of the chairmen of the earlier meetings. He (his lordship) doubted very much whether there was really much substance in that in practice. But it was not really a question of what was most convenient or what would lead to the most happy result. It was a pure question of the construction of r. 14, and reading the language of the rule he could not bring himself to think that there was any real ground but that the meaning was that the chairman of each meeting had the power to admit or reject a proof for the purpose of voting. It was very material to see what was the language of the rule: "The chairman of a meeting shall have power to admit or reject a proof." It was not "the chairman of *the* meeting" or the "chairman of the *first* meeting." It was the chairman of *a* meeting. The preliminary objection therefore failed. Dealing with the merits, the true position was that it was for the official receiver in the first instance to determine whether a proof should be admitted or rejected. It was always open to the objector to come into court, but if he did his objection should be supported by some evidence or some ground on which he could base his case. Here there was no evidence nor any reason to suppose that the official receiver had acted wrongly, and the motion must be dismissed with costs.

Counsel: *W. N. Stable*; *Sir W. Greaves-Lord*, K.C., and *G. F. Kingham*.

Solicitors: *Cohen & Cohen*; *Leonard Tubbs & Co.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Elias and Others *v.* Pasmore and Others.

Horridge, J. 23rd January, 1934.

Trespass—Detinue—Police Raid—For Purposes of Arrest—Documents seized—Capable of being used in Criminal Prosecution—Lawfully seized—Criminal Trial concluded—Order for return of Documents.

In this action Sidney Job Elias, Emrys Glanf Llewellyn, George James and Walter Hannington, officials of the National Unemployed Workers' Movement, claimed from Inspector Ernest Pasmore and Inspector Ralph Kitchener, of the Metropolitan Police, Lord Trenchard, the Commissioner of the Metropolitan Police, and the Receiver for the Metropolitan Police District damages for trespass on certain premises, 35 Great Russell Street, W.C., which were occupied by the National Unemployed Workers' Movement, and of which premises Elias, Llewellyn, and James were tenants; and for the return of certain documents, and £10 damages for their detention. The case arose out of a raid by the police on the offices in Great Russell Street on the 1st November, 1932, when the plaintiff Hannington, the national organiser of the movement, was arrested on a charge of having attempted in a speech to cause disaffection among the members of the Metropolitan Police Force. The police then seized a number of documents belonging to the N.U.W.M. The plaintiffs complained that those documents were wrongfully seized and that some of them were unlawfully detained, since they were not Hannington's property and were not used as evidence against him on the charge for which he was arrested, but were used as evidence against the plaintiff Elias (chairman of the movement), when he was charged at the Central Criminal Court with incitement to sedition in December, 1932. The defendants pleaded that the books and documents in question were lawfully taken and detained by the police.

Horridge, J., said that as regarded the damages for trespass to the premises the plaintiffs relied on the *Six Carpenters Case*, 18 Co. Rep. 146 (a), as showing that, if there was any illegality subsequent to entry, the entry became a trespass *ab initio*, but he, his lordship, thought that *Harvey* v. *Pocock*, 11 M. and W. 740, and *Canadian Pacific Wine Co.* v. *Tuley* [1921] A.C. 417, showed that the defendants were only trespassers *ab initio* as to the documents and goods that were seized, and that they were not liable for any damages in respect of the entry on the premises for the purpose of the lawful arrest of Hannington. He had to consider, therefore, how far the defendants were justified in seizing and removing the documents. The propositions put forward with regard to the removal of the documents in bundle 2 (*a*) were that: (1) There was a right to search the person arrested; (2) the police might take all articles which were in the possession or control of the person arrested, and which might be, or were, material on a charge against him or any other person; (3) the police, having lawfully entered, were protected if they took documents which subsequently turned out to be relevant on a charge of a criminal nature against any person whatever; and (4) the police were entitled to retain property taken until the conclusion of any charge on which the articles were material. As to the right to search on arrest: that right seemed to be clearly established by the footnote to *Bessell* v. *Wilson*, 20 L.T. (o.s.), 223, but that right did not seem to him (his lordship) to authorise what was done in this case, namely, to seize and take away large quantities of documents and other property found on the premises occupied by persons other than the person of whom the arrest was made. As to the second contention, *Dillon* v. *O'Brien and Davis*, 20 L.R., Ir. 300, at p. 316, clearly laid down that constables were entitled on a lawful arrest by them of a person charged to take and detain property found in his possession which would form material evidence on his prosecution for that crime, and (his lordship) thought, with regard to the third contention, that that would include property which would form material evidence on the prosecution of any criminal charge. That, however, would not justify the seizure of the documents in this case with the exception of one letter, signed "P.C.," a copy of which was found on Hannington. After reviewing the authorities, his lordship said that it seemed to him that the interest of the State must excuse the seizure of documents, which seizure would otherwise be unlawful, if it appeared in fact that such documents were evidence of a crime committed by anyone, and that, so far as the documents in the present case fell into that category, the seizure of them was excused. The documents coming within that description were all the documents contained in bundle 2 (*a*), and which were used at the trial of Elias. If he were right in that view, the original seizure of those documents, though improper at the time, would therefore be excused. As to the fourth proposition, that the police were entitled to retain property the taking of which was excused until the conclusion of any charge on which the articles were material, his lordship said that in the present case the trials of both Hannington and Elias had been concluded, and he thought that there was no answer now to the claim for the detention of the documents after demand, or for the £10 claimed as damages for the detention. As regarded the claim for damages for trespass to documents and goods, he (his lordship) had held with regard to the "P.C." letter and the documents used on the trial of Elias that they were properly seized. The police, in seizing the other documents were not actuated by any improper motives, and he thought, in respect of that matter, a sum of £20 should be awarded. Judgment for the plaintiffs for £20 damages for trespass; an order for the return of the documents comprised in 2 (*a*), £10

damages for their detention; the first three defendants to pay the costs of the action. Judgment, without costs, for the Receiver for the Metropolitan District.

COUNSEL: *Sir Stafford Cripps*, K.C., *D. N. Pritt*, K.C., and *G. R. Mitchison*, for the plaintiffs; *The Attorney-General* (Sir Thomas Inskip, K.C.), and *Wilfrid Lewis*, for the defendants.

SOLICITORS: *W. H. Thompson; The Treasury Solicitor.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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London Jewellers, Ltd. *v.* Sutton; Same *v.* Robertsons (London), Ltd.	82
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Royal Warrant Holders' Association *v.* Lipman	64
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Obituary.

SIR CHARLES NEISH.

Sir Charles Neish, K.B.E., C.B., Registrar of the Privy Council since 1909, died suddenly at his home at Creswell Gardens, S.W., on Saturday, 3rd February, at the age of seventy-seven. Educated at Edinburgh University, he was called to the Bar by the Middle Temple in 1881, and joined the Oxford Circuit. He was Private Secretary to the Lord Chancellor (Lord Loreburn) from 1905 until 1909, when he was appointed Registrar of the Privy Council in succession to the late Sir Edward Hope. In 1911 he was made a C.B., and in 1924 he received the honour of knighthood.

MR. JUSTICE MCBARNET.

Mr. Justice McBarnet, Judge of the Mixed Court of Appeal at Alexandria since 1920, died on Monday, 5th February, at the age of sixty-six. Mr. Alexander Cockburn McBarnet was educated at Fettes and Balliol College, Oxford, and was called to the Bar by the Inner Temple in 1892. He became a Judge of First Instance at Assiut in 1906, and in 1913 he was promoted to the Native Court of Appeal, Egypt. He was made O.B.E. in 1920, and C.B.E. in 1922.

MR. T. MOUNTAIN.

Mr. Thomas Mountain, solicitor, senior partner in the firm of Messrs. Bates and Mountain, of Grimsby, died at Grimsby on Sunday, 4th February, in his ninetieth year. Mr. Mountain, who was admitted a solicitor in 1866, was coroner for the Borough of Grimsby from 1895 until 1928. He was clerk to the Grimsby County Magistrates for over thirty years, and was President of the Coroners' Society in 1923.

MR. R. NARES.

Mr. Ramsay Nares, formerly Secretary to the Surrey Education Committee and Deputy Clerk to the Surrey County Council and Deputy Clerk of the Peace for Surrey, died at his home at Farnham on Tuesday, 6th February, at the age of seventy-two. He was educated at Rossall School, and was admitted a solicitor at the age of twenty-one. Mr. Nares retired from his county appointments in 1929 after twenty-five years' service.

MR. H. S. TAYLER.

Mr. Herbert Stanley Tayler, solicitor, of Whitstable, died at Tankerton, Kent, on Thursday, 1st February, at the age of seventy-two. He was admitted a solicitor in 1884.

MR. E. O. WILSON.

Mr. Edward Other Wilson, M.A., Oxon, solicitor, partner in the firm of Messrs. E. S. Wilson & Sons, of Hull, died recently at the age of fifty-four. Mr. Wilson, who was admitted a solicitor in 1908, was Secretary of the Hull Trinity House, an appointment which had been held by members of his family for more than 100 years.

Parliamentary News.

Progress of Bills.

House of Lords.

Arbitrations Bill.
Read First Time. [6th February.
County Courts (Amendment) Bill.
Read Second Time. [6th February.
Ministry of Health Provisional Order (Belper) Bill.
Read First Time. [6th February.
Ministry of Health Provisional Order (North Buckinghamshire Joint Hospital District) Bill.
Read First Time. [6th February.

House of Commons.

Air Force Reserve (Pilots and Observers) Bill.
Read First Time. [1st February.
Aire and Calder Navigation Bill.
Read Second Time. [5th February.
Brighton, Hove and Worthing Gas Bill.
Read Second Time. [5th February.
Chailey Rural District Bill.
Read Second Time. [5th February.
Darlington Corporation Bill.
Read Second Time. [5th February.
East Worcestershire Water Bill.
Read Second Time. [5th February.
Electricity Supply Bill.
Read Second Time. [2nd February.
Employers' Liability Bill.
Read Second Time. [2nd February.
London County Council (General Powers) Bill.
Read Second Time. [5th February.
London Midland and Scottish Railway Bill.
Read Second Time. [5th February.
London Passenger Transport Board Bill.
Read Second Time. [5th February.
Maidstone Waterworks Bill.
Read Second Time. [5th February.
Manchester Corporation (General Powers) Bill.
Read Second Time. [5th February.
Post Office (Sites) Bill.
Read First Time. [5th February.
South Metropolitan Gas (No. 1) Bill.
Read Second Time. [5th February.
South Metropolitan Gas (No. 2) Bill.
Read Second Time. [5th February.
South West Suburban Water Bill.
Read Second Time. [5th February.
Southern Railway Bill.
Read Second Time. [5th February.
Stockport Corporation Bill.
Read Second Time. [5th February.
Stockport Extension Bill.
Read Second Time. [5th February.
Unemployment Bill.
In Committee. [5th February.
Walthamstow Corporation Bill.
Read Second Time. [5th February.
Weston-super-Mare Urban District Council Bill.
Read Second Time. [5th February.

Questions to Ministers.

DEFAMATION AND LIBEL.

CAPTAIN CUNNINGHAM-REID asked the Attorney-General if he would be prepared to represent to the Lord Chancellor

the advisability of referring to the Standing Joint Committee recently appointed by the Lord Chancellor to consider the revision of legal doctrines and decisions in the light of modern conditions the present position of the law of defamation, more especially in regard to libel actions against newspapers.

THE SOLICITOR-GENERAL (Sir Donald Somervell): I understand that this committee is at present sufficiently occupied with the questions which have already been referred to it, but at a later date the suggestion of my Noble and gallant Friend will receive the most careful consideration.

[5th February.

BUSINESS OF COURTS COMMITTEE.

Mr. EVERARD asked the Attorney-General what action he proposes to take with regard to the protests received from the legal and business interests in Leicester against the proposals of the second interim report of the Business of Courts Committee.

THE SOLICITOR-GENERAL: The protests, to which my hon. Friend refers, are now receiving the most careful consideration of my Noble Friend the Lord Chancellor, but I am not in a position at present to make any statement in the matter. [5th February.

ASSIZES (COMMISSIONERS).

Mr. TURTON asked the Attorney-General how many commissioners of assize have been appointed to go on the north-eastern circuit during the last three years.

THE SOLICITOR-GENERAL (Sir Donald Somervell): The number of commissioners of assize appointed to go on the north-eastern circuit during the past three years is as follows:—

1931	1
1932	2
1933	Nil.

[7th February.

HOUSING
(RENT RESTRICTIONS ACT).

Mr. JANNER asked the Minister of Health (1) what county boroughs and county districts have published information in accordance with the provisions of Section 10 of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933;

(2) the number of houses registered as decontrolled, in accordance with Section 2 (3) of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, by 18th October, 1933, and subsequent to that date, respectively; and whether he will give those particulars for London, Manchester, Liverpool and Leeds, respectively.

THE PARLIAMENTARY SECRETARY TO THE MINISTRY OF HEALTH (Mr. Shakespeare): The Act does not impose upon local authorities the obligation of making returns of the particulars referred to by the hon. Member and the information is accordingly not at the disposal of my right hon. Friend.

[7th February.

Societies.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall on Thursday, the 1st February, Mr. Douglas T. Garrett in the chair. The other Directors present were: Mr. E. B. V. Christian, Mr. Guy H. Cholmeley, Mr. H. Ross Giles, Mr. G. D. Hugh-Jones, Mr. C. D. Medley, Mr. C. F. Pridham, Mr. F. S. Pritchard, Mr. Wm. Winterbotham and the Secretary, Mr. E. E. Barron. The Chairman referred feelingly to the loss of Mr. W. M. Woodhouse, Treasurer for the past sixteen years, and a resolution of their esteem and appreciation of his services to the Association and condolence with his family in their bereavement was passed unanimously; £150 was voted in relief of deserving applicants; nine new life members and twenty-one annual subscribers were elected members of this Association. The Secretary reported the result of the appeal in December last, to be in addition to the above new members, donations to general fund, £169 12s., to the Christmas fund, £57 17s. 6d., and special subscriptions and donations £133 12s., making a total with the new members' payments of £478 13s. 6d., for which generous help the directors desired to express their grateful thanks to the members of the profession and the press who had so kindly assisted in obtaining these results. Mr. John Venning was appointed a treasurer in the place of the late Mr. Woodhouse, and other general business transacted.

Institute of Arbitrators.

At the Annual Dinner of The Institute of Arbitrators at the Hotel Victoria, London, on 31st January, the President, The Rt. Hon. Lord Askwith, said that he hoped forthwith to introduce in the House of Lords a Bill for the Amendment of the Law of Arbitration. He believed the Bill would be favourably considered, since nothing had been done since the Mackinnon Committee, appointed by Lord Chancellor Cave, issued its Report in 1927, and arbitration continued to be based upon the Arbitration Act of 1889, which could only be regarded as a skeleton Statute.

The present Bill had been drafted by a Committee comprising himself, Colonel F. N. Falkner and Mr. J. R. W. Alexander, appointed by The Institute of Arbitrators, Mr. R. S. Fraser of the London Court of Arbitration, and Mr. V. R. Aronson. The Lord Chancellor, in reply to a question which he (Lord Askwith) asked in the House of Lords shortly before Christmas, had said that he (Lord Sankey) would receive with gratitude and most carefully consider any comprehensive Bill, or any Bill dealing with some few of the points dealt with by the Mackinnon Committee, which Lord Askwith brought before the House.

Amongst others present at the Dinner were Mr. Justice Luxmoore (who proposed the toast of the Institute), Sir James Baillie (Vice-Chancellor, University of Leeds, who responded to the toast of the Guests), the Earl of Bective, Lord Plender, Lord Lurgan, Sir Percy Ashley, Sir Percy Simmons, Sir Harold Moore, and the Presidents of many Professional Institutions, Chambers of Commerce and other organisations.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 2nd February. The President, Mr. L. Ungoed Thomas, took the chair at 8.15 p.m. In public business Mr. R. H. Ellis moved "Salvation is with the Liberal Party." Mr. L. Caplan opposed. There spoke to the motion Mr. Douglas, Mr. Parker, Mr. Mayers (Hon. Secretary), Mr. Menzies, Prince Lieven, Mr. Clapham, Mr. Roscoe, Mr. Banerji, Mrs. Ungoed Thomas, Mr. Dhavan, Mr. Ifor Lloyd (ex-President), Mr. Howard and the hon. proposer in reply. On a division the motion was lost by six votes.

University of London Law Society.

The University of London Law Society last Tuesday enjoyed a paper read by Miss Helena Normanton, the subject being "Democracy in its relation to law, and the legal profession." She said that the growing danger of modern democratic legislation was the parliamentary practice of embodying in Acts of Parliament provisions for government departments to function as legislators instead of administrators by adding orders to the statutes from time to time without there being any debate in the House, as to their expediency. It was necessary for the liberty of the subject that this danger of bureaucratic control should be checked. She advocated that a small permanent committee should be constituted from selected Members of Parliament, whose duty it would be to examine carefully all rules and orders, before they became effective, as statutory law. The paper was followed by an interesting discussion.

The President (Mr. A. Goodman, LL.B.), proposed a hearty vote of thanks to the learned reader, and this was carried with acclamation.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 6th February (Chairman, Mr. P. W. Iliff), the subject for debate was "That Public Speaking is the greatest of the Arts." Mr. R. J. A. Temple opened in the affirmative. Mr. J. C. Christian Edwards opened in the negative. The following also spoke: Messrs. C. J. de S. Root, L. J. Frost, R. Vibert, H. Pim, R. Langley Mitchell, P. H. North Lewis, J. R. Campbell Carter. The opener having replied, the motion was lost by two votes.

Solicitors' Managing Clerks' Association.

A meeting will be held on Friday, 16th February, in the Inner Temple Hall, by kind permission of the Benchers, when Mr. Percy R. Hollins, barrister-at-law, will deliver a lecture on "Some points on the Rent Restriction Acts." The chair will be taken at 7 o'clock precisely by His Honour Judge Hargreaves. The meeting ends at 8 p.m.

Gray's Inn Debating Society.

The first meeting of the year was held in Gray's Inn Hall, at 8.15 p.m., on Wednesday, 24th January, when a lecture on "The History of Gray's Inn Hall" was given by Master The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., the president being in the chair, and fifty-two members being present.

The second meeting of the year was held in Gray's Inn Common Room, at 8.15 p.m., on Thursday, 25th January, when a joint debate with the Gonville & Caius College Law Club took place, the president being in the chair. The motion for debate was: "That the survival of the privileges of woman under English law is a grave injustice to man." This motion was proposed by Mr. F. A. Vallat (G. & C.C.L.C.), after the president had briefly welcomed the visiting society, and it was opposed by Mr. R. Ives. Mr. I. R. Teichman (G. & C.C.L.C.) spoke third, and Mr. Thomas Terrell spoke fourth. On the motion being thrown open to the house, Mr. E. Conwil Lewis (president, G. & C.C.L.C.), Mr. B. I. Sargon and Mr. J. Reginald Jones (ex-president), spoke in favour of the motion, and Mr. J. Elis Jones (G. & C.C.L.C.), and Miss J. M. Bernal Greenwood, M.B.E., neutrally, after which the proposer replied. The motion was carried by thirteen votes to seven, the number of members of the two societies and guests present being twenty-six.

The next meeting of the society will be held in Gray's Inn Common Room, at 8.15 p.m., on Friday, 16th February, when a joint debate with the Bank of England Debating Society will take place, the motion being: "That the League of Nations has failed to justify its existence."

United Law Society.

A meeting of the United Law Society was held on 5th February, in Middle Temple Common Room. Mr. R. Isdell Carpenter proposed that: "This House deprecates the present restrictions on the consumption of alcohol." Miss Colwill and Messrs. Wood, Smith, Hill, Habershon and Hales spoke and Mr. Isdell Carpenter replied. The motion was carried.

The Solicitors' Clerks' Pension Fund.

The fourth annual meeting of this Fund is to be held on Thursday, 22nd February, at 6.30 p.m., in the Court Room of The Law Society, at 60, Carey-street, London, W.C.2. All who are interested in the Fund are invited to attend. The report and accounts for 1933, which will be forwarded on request addressed to the office at 2, Stone-buildings, Lincoln's Inn, London, W.C.2, show that the Fund is making steady progress. There are now 160 firms of solicitors, with 481 of their clerks, contributing to the Fund. The amount invested has reached a figure of £36,564.

It is less than four years since this Fund was initiated by a few members of the Council of The Law Society. They called into consultation with them representatives of several clerks' societies, and it will be agreed that the establishment of this Fund means that a brighter and a better day has dawned. In the past a solicitor's clerk would work so long as he could hold a pen and then—hope for the best. Very often his old age was passed in penury. Nowadays, it is recognised that his occupation is of a confidential and responsible character, and just as he is expected to have a more specialised knowledge, so his status and future are far in advance of the position he held even so recently as twenty years ago. Undoubtedly, that which improves the position of the clerk improves also the position of the principal, and ultimately enhances the dignity of the profession.

The Fund has a sound insurance basis. The annual contributions are paid jointly, and in equal proportions, by the principal and the clerk. The normal pension age is sixty-five, but the trust deed and rules provide for those cases in which permanent ill-health visits a member at an earlier age, and also for those cases in which a member continues in his employment after he has attained the age of sixty-five. The management of the Fund is in the hands of a committee of solicitors and clerks whose services are entirely voluntary, and the office administration is efficiently and economically conducted.

REDEMPTION OF TITHE RENT-CHARGE.

The Minister of Agriculture has announced that for the purpose of the redemption of tithe rent-charge for which application is made after Tuesday, 6th February, until further notice, the compensation for redemption will be twenty-nine times the net amount of the tithe rent-charge after the deductions prescribed by the Tithe Acts, 1918 to 1925, have been made.

Rules and Orders.

(Draft Rules.)

The Juvenile Courts (Constitution) Rules, 1934, dated 1934, made by the Lord Chancellor under paragraph 1 of the Second Schedule to the Children and Young Persons Act, 1933 (23 & 24 Geo. 5, c. 12) for the Constitution of Juvenile Courts outside the Metropolitan Police Court Area and the City of London.

1. Notwithstanding anything contained in the Juvenile Courts (Constitution) Rules, 1933, the Justices acting in and for any Petty Sessional Division may at any time appoint from among their number, in manner prescribed by Rule 11 of the said Rules, any Justice specially qualified for dealing with juvenile cases to serve on the Juvenile Court panel as an additional member of the panel and any Justice so appointed shall serve for the remainder of the period for which the panel was appointed.

2. These Rules may be cited as The Juvenile Courts (Constitution) Rules, 1934.

Date.

Legal Notes and News.

Honours and Appointments.

The King has approved the appointment of Mr. Henry Holmes Joy, K.C., to be a Commissioner of Assize to go the North Eastern Circuit, and His Honour Judge Kennedy, K.C., to be a Commissioner of Assize to go the Oxford and Midland Circuits (Birmingham).

The King has been pleased to approve a recommendation that Mr. Archibald William Cockburn be appointed Recorder of Ludlow, to succeed Mr. G. K. Rose, who has been appointed a Metropolitan Police Magistrate; and a recommendation of the Home Secretary that Mr. Ernest Russell Gurney be appointed Recorder of Pontefract, to succeed the late Mr. R. H. Vernon Wragge.

Mr. Lionel Leonard Cohen, K.C., has been elected a Bencher of the Honourable Society of Lincoln's Inn.

Sir Reginald Poole has been appointed a Director of the Equity & Law Life Assurance Society.

Mr. A. E. T. Jourdain, Solicitor, Lincoln, Registrar of the Diocese of Lincoln, has been appointed Registrar of the new Archdeaconry of Lindsey constituted in the Diocese of Lincoln. Mr. Jourdain was admitted a solicitor in 1888.

Mr. G. Burkinshaw, Assistant Solicitor under Manchester City Council, has been appointed Deputy Town Clerk of Chester. Mr. Burkinshaw was admitted a solicitor in 1928.

Mr. David J. Beattie, LL.B., Solicitor, of Accrington, has been appointed Assistant Solicitor to the Colne Corporation. Mr. Beattie was admitted a solicitor in 1932.

Professional Announcements.

(2s. per line.)

The Solicitors' Mortgage Society, Ltd. (formed by Solicitors for Solicitors), invites particulars of Funds, or Securities. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

His Honour Edward Henry Chapman, Judge of the County Courts on Circuit No. 15, of Knaresborough, Yorks, left estate of the gross value of £87,888, with net personalty £63,287. He left to the Provost and Fellows of Stowe his bone model of Nelson's Flagship "Victory" for exhibition in the Boys' Library or elsewhere as they shall think fit, "and this I do in memory of many happy hours which I, a member of another 'Victory,' spent on the banks and waters of Father Thames"; Dr. English's Whitby Prints to the London Library, or, should they not want them, to the Librarian of the Inner Temple, or to Arthur Chapman; £50 to his old nurse Mina Bernauer; one of his cottages known as St. Hilda's Cottages, Whitby, to the rector and churchwardens of the Parish Church of Whitby.

Mr. John Hall Brooks, solicitor, of Romiley, Cheshire, left £22,208, with net personalty £7,607.

Mr. William Thomas Metcalfe, solicitor, of Hawes, Yorks, left £8,276, with net personalty £6,351.

Mr. Maurice Chapman Anderson, solicitor, of Norfolk-square, Hyde Park, W., left £24,553, with net personalty £24,194. He left £60 to Charles Alfred Fielder, cashier in the late firm of Lewin, Gregory and Anderson; £20 to Walter Joseph Atterton, if still in the service of Lewin, Gregory and Co. and not under notice; £50 to "my devoted friend and maid to my wife," Alice Hoare, and he stated that he did not leave her more knowing that she would be amply provided for by his wife and daughters; £100 to his parlourmaid, Blanche Lydia Janaway, "as a small recognition of her kind attention to me during the lengthy period she has been in my service"; £50 each to his cook, Constance Kemp and his housemaid, Catherine Miller Harley, if respectively still in his service and not under notice.

Mr. Samuel Newick, retired solicitor's clerk, of Crewkerne, left £9,245, with net personalty £2,320.

Mr. Frank James Sykes, solicitor, of Great Marlborough-street, W., and of Hampstead, left estate of the gross value of £54,029, with net personalty £53,784. He left, subject to certain conditions: £100 to the Solicitors' Benevolent Association: £100 to the Royal Masonic Benevolent Institution for Aged Freemasons and their wives; £100 to the Royal Masonic Institution for Boys; £100 to the Royal Masonic Institution for Girls; £100 to the Lodge of Unions; £100 to the Hampstead General and North-West Hospital; £100 to the Law Association.

CONSOLIDATED FUND FOR SUITORS.

It is stated in the report of the Comptroller and Auditor-General on the Supreme Court of Judicature Account, 1932, that on 28th February, 1933, the liability of the Consolidated Fund for Suitors cash remained at £1,632,134. A surplus, however, valued at £1,199,953, arising from the accumulation of moneys placed with the National Debt Commissioners for investment, reduces this liability to the net apparent figure of £432,181. The nominal amount of the Government and other sterling securities standing to the credit of the accounts of suitors was £51,158,579. These securities were of 2,201 different kinds. There were also thirty-three securities expressed in currencies other than sterling, and seven of value not expressed. Details are given in White Paper No. 12 (Stationery Office, price 2d.).

STATISTICS OF THE UNITED KINGDOM.

The "Statistical Abstract for the United Kingdom" for each of the fifteen years 1913 and 1919 to 1932 has now been published (Stationery Office, Cmd. 4489, 6s. 6d. net). This admirable book of reference for statistical comparisons covers such matters as climate, population, social, civil, and industrial conditions, defence, national finance, local government finance, banking, currency, wholesale prices, assurance, agriculture and fisheries, mining, metals, transport, and trade and commerce.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
		GROUP I.		GROUP II.	
		Mr.	Mr.	Mr.	Mr.
Feb.	12	Hicks Beach	Ritchie	*Andrews	More
,,	13	Andrews	Blaker	*More	Ritchie
,,	14	Jones	More	*Ritchie	Andrews
,,	15	Ritchie	Hicks Beach	*Andrews	More
,,	16	Blaker	Andrews	More	Ritchie
,,	17	More	Jones	Ritchie	Andrews
		MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
Feb.	12	Ritchie	Jones	*Hicks Beach	*Blaker
,,	13	*Andrews	Hicks Beach	Blaker	*Jones
,,	14	More	Blaker	*Jones	*Hicks Beach
,,	15	*Ritchie	Jones	Hicks Beach	Blaker
,,	16	Andrews	Hicks Beach	*Blaker	*Jones
,,	17	More	Blaker	Jones	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 22nd February, 1934.

	Div. Months.	Middle Price 7 Feb. 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109¾	3 12 11	3 7 8
Consols 2½%	JAJO	75⅝	3 6 0	—
War Loan 3½% 1952 or after	JD	101¾	3 8 10	3 7 6
Funding 4% Loan 1960-90	MN	112	3 11 5	3 6 1
Victory 4% Loan Av. life 29 years	MS	110⅞	3 12 2	3 8 1
Conversion 5% Loan 1944-64	MN	117	4 5 6	2 18 4
Conversion 4½% Loan 1940-44	JJ	109¾	4 2 0	2 16 6
Conversion 3½% Loan 1961 or after	AO	102⅜	3 8 5	3 7 4
Conversion 3% Loan 1948-53	MS	98⅛	3 1 2	3 2 8
Conversion 2½% Loan 1944-49	AO	93⅛	2 13 8	3 1 7
Local Loans 3% Stock 1912 or after	JAJO	89	3 7 5	—
Bank Stock	AO	348½	3 8 11	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	79½	3 9 2	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	87½	3 8 7	—
India 4½% 1950-55	MN	108	4 3 4	3 16 5
India 3½% 1931 or after	JAJO	88	3 19 7	—
India 3% 1948 or after	JAJO	75½	3 19 6	—
Sudan 4½% 1939-73	FA	111½	4 0 9	2 1 1
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Tanganyika 4% Guaranteed 1951-71	FA	108½	3 13 9	3 6 9
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	—
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	105	3 16 2	3 13 2
*Australia (Commonw'th) 3¾% 1948-53	JD	100	3 15 0	3 15 0
Canada 4% 1953-58	MS	106xd	3 15 6	3 11 6
Natal 3% 1929-49	JJ	96	3 2 6	3 6 10
New South Wales 3½% 1930-50	JJ	97	3 12 2	3 15 0
New Zealand 3% 1945	AO	96	3 2 6	3 8 11
Nigeria 4% 1963	AO	107	3 14 9	3 12 3
Queensland 3½% 1950-70	JJ	96	3 12 11	3 14 1
South Africa 3½% 1953-73	JD	100	3 10 0	3 10 0
Victoria 3½% 1929-49	AO	97	3 12 2	3 15 0
W. Australia 3½% 1935-55	AO	98	3 11 5	3 12 8
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	86	3 9 9	—
Croydon 3% 1940-60	AO	95	3 3 2	3 5 9
Essex County 3½% 1952-72	JD	102	3 8 8	3 7 2
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	86	3 9 9	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	74xd	3 7 7	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	87xd	3 9 0	—
Manchester 3% 1941 or after	FA	87	3 9 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	93xd	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	90	3 6 8	3 7 6
Do. do. 3% "B" 1934-2003	MS	90xd	3 6 8	3 7 6
Do. do. 3% "E" 1953-73	JJ	95	3 3 2	3 4 6
Middlesex County Council 4% 1952-72	MN	109	3 13 5	3 7 0
Do. do. 4½% 1950-70	MN	114	3 18 11	3 8 0
Nottingham 3% Irredeemable	MN	87	3 9 0	—
Sheffield Corp. 3½% 1968	JJ	101	3 9 4	3 9 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	107	3 14 9	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	124½	4 0 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	124½	4 0 4	—
Gt. Western Rly. 5% Preference	MA	112	4 9 3	—
Southern Rly. 4% Debenture	JJ	106	3 15 6	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	122½	4 1 8	—
Southern Rly. 5% Preference	MA	109	4 11 9	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

Distressed Gentlefolks' Aid Association

FUNDS URGENTLY NEEDED

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